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All letters intended for publication must be authenticated by the name of the writer.

GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The New Master.

MR. STEWART JOBSON has been appointed a Master in the Chancery Division, in the place of Mr. LIONEL CLARKE, who has retired.

The King's Bench Division.

IT WAS announced, at the beginning of the present Parliamentary sittings, that the motion for the appointment of an additional judge of the King's Bench Division was going to be made at once. This was not done, and we have not noticed any further reference to the matter. Possibly this has been due to the indisposition of the Prime Minister and his absence from the House of Commons. But the delay will not improve the state of business in the division.

Motor Offences.

THE CONTINUANCE, and apparently the increase, of fatalities due to the use of motor vehicles is, none too soon, calling serious attention to the matter; but we doubt whether persons in authority realize that the protection of life is the first consideration, and that the convenience of those who use the vehicles, whether these are public or private, and the interests of manufacturers are a secondary consideration. As is well known, the Motor Car Act, 1903, defines an offence which already existed, and also creates specifically a new offence. The former is the effect of section 1, which makes it an offence to drive a motor-car on a public highway "recklessly or negligently, or at a speed or in a manner which is dangerous to the public, having regard to all the circumstances of the case, including the nature, condition, and use of the highway, and to the amount of the traffic which actually is at the time, or which reasonably might be expected

to be, on the highway." And section 9 creates the specific offence of driving at a speed exceeding twenty miles an hour, or ten miles an hour where a reduced speed is imposed. The penalty for the former event is, on first conviction, a fine not exceeding £20, and on a second or subsequent conviction a fine not exceeding £50 or imprisonment for a period not exceeding three months; for the latter offence the penalty of imprisonment cannot be imposed, but there are fines up to £10, £20 or £50, according as the offence is a first, second, or subsequent offence.

The Home Secretary's Circular.

OF COURSE, these provisions have been familiar in every magistrates' court for the last nine years, but magistrates have found in them a very inefficient means of protecting the public. The Act was, in the first instance, to last three years only—a recognition of its experimental nature—and it has been renewed annually since, because the Legislature has been too much occupied to concern itself with the matter. In a circular recently issued by the Home Secretary, attention is called to the expediency of making more use of section 1. In many cases, where the maximum rate of speed is exceeded, it is probable that an offence is committed under that section, and the imprisonment, which can then be awarded, would be a greater deterrent than a fine. Considering the actual danger to the public involved in these offences, it is singular that this penalty, which is the common punishment for offences of a much less serious nature, should be so rarely resorted to. The whole question of the sufficiency of the existing law, and also of the suitability of coroners' courts to investigate cases of death by motor accidents, requires consideration.

Substituted Site Values.

BY SECTION 2 (3) of the Finance Act, 1910, provision is made for substituting, in certain cases, an earlier site value for the original site value ascertained under the Act. It is assumed that where property has been purchased within twenty years before the 30th of April, 1909, the site value may have fallen, say from £500 to £300; if, then, on a subsequent "occasion" for payment of increment value duty, the site value has risen to £450, there will, under the ordinary procedure, be an apparent increment value of £150, while, in fact, there is still a loss on the original transaction of £50. To meet this case, section 2 (3) allows the earlier site value—£500—to be substituted for the site value determined under the Act, and accordingly there will be no increment until the original value has been recovered and exceeded. The substituted value under such circumstances is estimated by reference to the consideration given on the original purchase. The current number of the *Land Union Journal* contains an interesting account of a discussion that has been going between Messrs. EDWIN EVANS & SONS, surveyors, of Lavender Hill, S.W., and the Inland Revenue Commissioners with respect to the application of the above provision to ground rents. In the particular case selected as a test a ground rent of £6 had been secured on a house at Penge of a present rental value of £30 a year. The site of the house has a frontage of 20 ft. and a depth of 85 ft. In 1899, when the lease had ninety-nine years to run, the ground rent was bought at £173, or nearly twenty-nine years' purchase. The value at the present time is only about twenty-three years' purchase. The figures of the provisional valuation were:—Gross value, £415; full site value, £75; total value, £415; assessable site value, £75. It was claimed on behalf of the owner of the ground rent that for £75 a site value must be substituted based on the original purchase price of the ground rent. Till recently the Inland Revenue Commissioners contended that, in the case of ground rents with a long period of the lease unexpired, it was impracticable to fix a substituted value based upon the consideration paid on a former transfer; and this view was set forth in a printed form V. O. 33. It was supported by the alleged necessity of distinguishing between the ground rent and the reversionary interest in the land, and the impracticability of apportioning the consideration between the two. This we do not profess to understand, inasmuch as the ground rent is incident to the reversion, and the value of the ground rent at any time is the value of the reversion.

Site Value for Ground Rents.

IT WAS, however, naturally objected to the official view that it was not for the Commissioners to refuse as impracticable a substituted value to which the ground rent owner was entitled by statute. Section 2 (3) of the Finance Act, 1910, applies where there has been a sale within the twenty years "of the fee simple of the land or of any interest in the land," and under section 41 "interest in land" includes a reversion expectant on the determination of a lease. Thus, the right to have a substituted value fixed in respect of a ground rent—that is, the reversion expectant on the lease—is clear. Accordingly, last May the Commissioners withdrew form V. O. 33 and issued a a modified form in which it was stated that, while it was "difficult" to make the estimate of substituted site value as required by the statute—not at all an unusual thing with the statutory values—yet owners were invited to furnish estimates of substituted site value. It is on the footing of this invitation that the case of the ground rent referred to above has been discussed and settled. The formula on which the settlement was effected is not altogether intelligible. The district valuer held that the original purchase value was too high; it should have been twenty-eight years only. This was irrelevant, for the substituted value is to be based on the actual consideration. Next the value of the site at the date of the purchase was taken to be £5 per foot frontage, *i.e.*, £100, or approximately 17 years' purchase of the ground rent. The calculation of the substituted site value was then made upon the following formula:—"The number of years purchase of the secured ground rent in 1899 is to the number of years purchase of the unsecured ground rent of the same date as the purchase money for the ground rent is to the substituted site value." In figures this is 28 : 17 : : 173 : substituted site value, *i.e.*, £105. The meaning of the formula we have not grasped, and the whole procedure seems to be very much founded on guess work; but the result is that £105 is substituted for the original site value of £75. To that extent the ground rent owner gains, and Messrs. EDWIN EVANS & SONS are to be congratulated on their success in their clients' cause. But it seems to be still a moot point whether the site value thus substituted is the site value only for the purpose of the reversion, or is also the value for the purpose of the leasehold interest. *Primâ facie*, it would seem that a site value once ascertained must apply equally as the basis of valuation for all interests in the land, but we gather that the Commissioners do not take that view. Meanwhile, the above is an example of intricacies to which the system of valuation under the Act leads.

Injunctions Affecting Bank Accounts.

THE CASE of *Lacy* v. *Lizardi* (*Times*, 19th inst.) illustrates in an instructive way the principle on which a Court of Equity acts when asked to retain in the hands of a banker sums belonging to one of his customers which a third party is claiming by action. The plaintiff, a Russian lady, had brought an action in France claiming that she was entitled to the whole, or, at any rate, one-half of a fund of which her stepfather had obtained possession. It transpired in the course of the French proceedings that, before they were commenced, the fund had been transferred from a French to an English bank, namely, that of Lizardi, the first defendant. The plaintiff then discontinued the French proceedings, and brought a similar action in England against the bank and her stepfather. She moved before Mr. Justice JOYCE, on the last motion day of Trinity term, for an interim injunction restraining the bank from dealing with the bank accounts, current or deposit, of her stepfather. The latter did not appear, since service had not yet been successfully made upon him, and the bank merely appeared in order to express its willingness to submit to any order the court thought proper in the circumstances. Now the affidavits used before Mr. Justice JOYCE did not disclose the existence of any funds in the hands of the banker belonging to the stepfather except a current bank account, and on these materials his Lordship very properly refused to make any order. It is, indeed, settled law that the court will not

forbid a bank to honour its customer's cheques on his account which it received in good faith; such an account is a debt due from the banker to his customer, and unless the sum deposited can be definitely shewn to be the proceeds of specific property converted fraudulently by the depositor, the court will not restrain the banker from paying his debt according to the tenor of his contract; and when the bank has innocently issued a letter of credit on the security of the account to the customer, even *primâ facie* proof of a fraudulent conversion is not sufficient to justify interference with the banker's right and duty to meet the draft (*Fontaine-Besson* v. *Parr's Banking Company* (1895, 12 L. T. R. 121). It only remains to add that, upon appeal carried the same day to the Court of Appeal, it transpired in the course of the hearing that the customer had left in the custody of the bank not merely a small amount, which was insufficient to meet a letter of credit granted him by the bank, but also a large sum in bearer and other securities which were purchased for him by the bank out of the proceeds of the sum transferred by him from the French bank. The Court of Appeal, on learning this, permitted amendment of the writ so as to include securities as well as money on account, and made the interim injunction prayed for against the securities, but subject to the banker's right to meet the letter of credit out of the account and the securities. This order was varied in some details by Mr. Justice EVE on October 18th, but the principle on which it was made remained unaffected.

"Respondeat Superior" in Actions for Negligence.

THERE IS hardly any doctrine of the common law, habitually put into force in everyday actions, in regard to which it is so difficult to ascertain the precise limits of its applicability, as is the case with the doctrine of "Respondeat Superior." A master is responsible in tort for the acts of his servant when committed in the course of his employment and within its scope, even although the particular acts complained of by the plaintiff may have been forbidden by the master; the test is not actual authority, but presumed authority on which a stranger has a right to rely. Such has been understood to be law ever since *Limpus* v. *London General Omnibus Co.* (7 L. T. N.S. 245), in which case the driver of an omnibus wilfully and contrary to the express orders of his employers pulled across a road in order to obstruct the progress of a rival omnibus; a collision resulted, and the driver's employers were held liable in damages to the plaintiff for his wrongful act. He was acting with the intent to serve his employers, and for their benefit; the act was one which, apart from the express orders to the contrary, would naturally be within the scope of his employment; therefore the master is liable, "for the law is not so futile as to allow the master, by giving secret instructions to his servant, to set aside his own liability" (*per* Mr. Justice WILLIS in *Limpus* v. *London General Omnibus Co., supra*). But on the other hand, it is not enough to shew that the defendant's servant was, in fact, honestly acting in the interests and for the benefit of his master, if the act was not within his usual and understood employment at all; in such case, he is merely a volunteer, and can no more saddle his master with liability than can any other volunteer. This was decided in *Beard* v. *London General Omnibus Co.* (1900, 2 Q. B. 530), in which the conductor of the omnibus, in the temporary absence of the driver, took upon himself the driving of the vehicle, with disastrous consequences. He was employed as conductor, not as driver, and so, when he drove, was only a volunteer. The distinction explained in these two leading cases is the ground for the decision of Mr. Justice BRAY in the very recent case of *Forsyth* v. *Manchester Corporation* (*Times*, October 21st), in which he entered judgment for the defendant corporation in an action at the instance of an infant plaintiff. The latter's nurse had called in to her employer's house a gas fittings inspector in the service of the Manchester Corporation, and wearing the uniform of their gas department, and had asked him to look at an automatic gas meter in the house which had become jammed. The inspector came in, and thought he could himself remedy the defect; he used his knife for the purpose, and left it open near the meter when he had finished using it; the plaintiff played with it, and injured his eye in consequence. The jury who tried the case held that this conduct amounted to negligence on the inspector's part, and found a verdict for the plaintiff, with £125 damages; but Mr. Justice BRAY held that the inspector's act was quite outside the scope of his employment, so that the corporation were not liable for his negligence. He was not employed to repair gas meters, but to inspect them and make reports: this put his case on all-fours with that of the conductor quoted above. The Court of Appeal upheld this view, which seems to be right in principle.

Presumption of Death.

THE CURIOUS CASE of WILLIAM ROBERTSON LIDDERDALE, whose death the Probate Division has been asked to presume on four occasions during the last five years (namely the 25th of November, 1907; 19th of October, 1909; 28th of February, 1910, and the present occasion), came before the court once more on Monday (October 22nd). Twenty years ago Mr. LIDDERDALE, who was about to be married, suddenly disappeared on the eve of his wedding; there was no clue to his disappearance, but some months later the prospective bride received a letter purporting to announce his death on board the yacht *Foresight*. This yacht was supposed to be the property of a rich lady, Miss VINING, who was alleged to have been infatuated with Mr. LIDDERDALE and to have determined to stop his wedding, but no certain evidence of the existence either of this lady or of her yacht has ever turned up. However that may be, the gentleman has not been seen for the last twenty years by anyone acquainted with his identity, and no answer has been made to numerous advertisements relating to him. The question whether or not he is dead, however, is one of practical importance to living persons, since there is his will in existence, and he was insured with two life companies. Now, before probate of a will is granted, the applicant has to depose in his affidavit to the precise day, month, and year of the deceased's demise. If he cannot do this, then he must obtain the leave of the court to swear an affidavit "presuming" the death, and this leave is obtained on motion. As a general rule, in cases of disappearance, the evidence required by the court, before it will exercise its discretion by permitting death to be presumed, is not very onerous; the fact of disappearance at an ascertained date, coupled with a cessation of communication from him to his usual associates for seven years, is *primâ facie* evidence on which the court will act (Tristram & Coote, 14th Edition, p. 270). There must, however, be no assignable cause for the cessation of his communications, and the circumstances attending his disappearance are looked at by the court to see whether or not death is the natural and reasonable explanation of that cessation. The period of seven years is not insisted on when the deceased was last seen on board a ship which is known to have foundered at sea; in such case it is enough to shew that he is not one of the known survivors, should there be any. In the present case the difficulty arose from the suspicious circumstances under which Mr. LIDDERDALE disappeared; they seemed to suggest a motive for an attempt to destroy identity on his part. But, obviously, even should these incidents of the case never be elucidated, they cannot bar in perpetuity the claim of his representative to prove his death, for in the natural course of events every man must die. Presumably, upon Mr. LIDDERDALE reaching an age so advanced as to exclude the probability of survival, even had his disappearance been a deliberate attempt to destroy identity, the court will grant the leave required. The threescore years of the Psalmist seems the natural limit, but we know of no decided case or other authority which so fixes it.

Merger of Lunatic's Property.

AS A general rule, the court, in managing the property of a lunatic, will not change its nature so as to affect the rights of persons claiming under the lunatic; and hence, real estate will not be converted into personalty, or *vice versâ*, unless the conversion is considered, on special grounds, to be for the benefit of the lunatic: see *Attorney-General* v. *Marquis of Aylesbury*, (12 App. Cas. pp. 683, 688). And upon the same principle, where an estate in fee in land and a charge on the land become united in the lunatic by purchase, no merger of the charge will take place, though it is otherwise if the estate and charge unite with-

out purchase (see "The Laws of England," Vol. XXI., p. 323). But the recent decision of JOYCE, J., in *Re Searle, Ryder* v. *Bond* (1912, 2 Ch. 365), shews that even on a purchase on behalf of a lunatic a merger may be effected. In that case leaseholds were, in 1903, held in trust for a lunatic for a term expiring in 1929. An order was made by the master that the receiver appointed under section 116 (1) of the Lunacy Act, 1890, should be at liberty, on behalf of the lunatic, to purchase the reversion in fee in consideration of the payment of a perpetual yearly rent-charge, and the lease was to be delivered up to be cancelled. The order did not preserve the rights of the next of kin, and on the death of the lunatic it was contended by the next of kin that there had been no merger of the term, or conversion of the term into realty, as regards them. JOYCE, J., held, however, that there was jurisdiction to make the order, and that the lease had merged in the freehold. Consequently, the property was real estate at the death of the lunatic, and passed to the heir-at-law.

Building Bye-laws.

THE Local Government Board have just issued a circular to the various sanitary authorities throughout England and Wales, drawing their attention to the desirability of overhauling the code of building bye-laws which is at present in force within their area, and of excising from it unnecessary or unduly burdensome requirements which tend to restrict enterprise in the direction of erecting dwelling-houses. The issue of such a circular is not unexpected, since for some years past the advocates of town-planning schemes, garden suburbs, and the improved housing of the labouring classes have been engaged in constant criticism of many provisions in existing bye-laws which are alleged to put quite unnecessary obstacles in the way of the builder. The commencement of the agitation dates, curiously enough, from an event in the life of a well-known judge, now deceased: we refer to the proceedings by a rural district council against the late Mr. Justice GRANTHAM, who was summoned before justices for omitting to furnish to the surveyor of the council suitable plans of certain cottages he proposed to build.

Existing codes of bye-laws derive their force and legal validity from the powers conferred by section 157 of the Public Health Act, 1875, and section 23 of the Public Health Amendment Act, 1890. By the first-named section urban sanitary authorities (now the councils of boroughs and urban districts) were authorized to make bye-laws with respect to the following matters:—

(1) The level, width, construction, and sewering of new streets.

(2) Structure of walls, foundations, roofs, and chimneys of new buildings; the securing of stability and prevention of fires; the maintenance of public health in relation thereto.

(3) Sufficiency of air space around buildings, and their internal ventilation.

(4) The sanitary appliances requisite for buildings.

These provisions are somewhat extended where the council has adopted Part III. of the Public Health Amendment Act of 1890. It should be noted that, while the earlier statute exempts buildings erected prior to the coming into force of the sanitary code in their area, the later statute enacts that bye-laws relating to drainage and similar sanitary matters are to apply both to old and new buildings (P. H. A. Act, 1890, s. 23 (2)). Rural districts have, in the first instance, no power to make bye-laws with respect to new buildings, but they can get such powers by obtaining an Order of the Local Government Board conferring them, or even, to some extent, without such Order, by adopting Part III. of the Act of 1890. This difference of treatment is due to the fact that building operations are of necessity very different in character in urban and rural areas; indeed, two distinct codes of model bye-laws have been issued by the Local Government Board, one for each of those classes of districts.

The issue of these model codes by the central authority is not the direct result of any statutory enactment requiring them to do so; it has come about accidentally and indirectly. Under the Public Health Acts, bye-laws made by local authorities do not come into force until confirmed by the Local Government Board, and the necessity of creating a machinery for examining and criticizing drafts submitted to them for approval, led the Board to issue in 1877 their own twin series of model bye-laws, which, although recently revised, are still the types on which practically all local codes are founded. As pointed out in the last paragraph, there are two of those series which differ a good deal in detail, one relating to urban, and one to rural areas. As a general rule, during the last thirty years, whenever any council has submitted a draft for approval, the Board have usually advised it to accept its own series; the advantage of doing so is that such series has been compiled with expert assistance which an ordinary council cannot command, so far as it relates to practical building matters, and has been put into legal shape by competent legal advisers. This last is an important point, since a bye-law which is *ultra vires*, unreasonable, uncertain, or contrary to public policy, does not cease to be so merely because the Board may be induced to confirm it; it remains invalid, notwithstanding the confirmation, and will not be recognized or enforced by the courts: *Regina* v. *Wood* (1855, 5 E. & B. 49); *Elwood* v. *Bullock* (1844, 6 Q. B. 383); and *Kruse* v. *Johnson* (1898, 62 J. P. 469). It is, therefore, important to the local authority that its bye-laws should be unassailable at the outset, and there is a reasonable probability that a common form provision contained in the model series is not likely to have any serious flaw which affects its validity.

But in practice one frequently meets local codes which vary very considerably from the official type; this will be found on inquiry to be the result of some one of the three following causes. In a good many cases a council had drafted and received confirmation of its building laws prior to the promulgation of the model series in 1877, and in such cases inertia has usually prevented any serious revision of them, notwithstanding attempts of the Board to get peculiar provisions repealed. Usually the requirements of these old codes are less stringent than would now be permitted as regards sanitary appliances, and consequently it is the interest of house-owners and builders to prevent any modification of them. In another class of cases, the bye-laws are those of some wealthy and powerful municipality which has a mind and a policy of its own, and which is not at all disposed to submit to the judgment of Whitehall; such a corporation generally gets its code drafted or revised by eminent counsel whose names overawe the Board into accepting their drafts. The third class of cases arises, as a rule, when some small area is under the control of a philanthropic landlord with fads of his own, or is governed by a council which is under the hypnotic influence of some social reformer who has emphatic views on housing questions. In such cases there ensues a diplomatic tussle between the Board and the council, and usually, by dint of political pressure in the last resort, the village Hampdens get their way. Unfortunately, social reformers are apt to forget or despise the more pedantic niceties and distinctions, as they deem them, of the lawyer, and when a bye-law is quashed in the courts its origin, upon careful investigation, can usually be traced to some such local accident as we have just explained.

The practical result is that, except in the cases to which we have referred, there is almost complete uniformity throughout England and Wales in the building requirements with which the person who proposes to erect a new house must comply: such differences as exist are chiefly differences between urban and rural sanitary arrangements. The result of the uniformity is, in some respects, rather unfortunate. Thus, almost everywhere, the erection of wooden buildings is prohibited: this is right enough in villages where there is danger of a fire spreading, but it becomes useless, if not intolerable, in retired spots where a holiday-maker desires to erect a portable cottage or bungalow made of wood. This custom is growing everywhere on the banks of the Upper Thames, and constant friction arises through the impracticable requirements of the local surveyors. To some extent the hardship is met by making a doubtful use of a provision in the model series to the effect that temporary structures, accepted as such by the sanitary authority, need not comply with the building bye-laws: the council is induced to accept and certify as "temporary" a

structure which everyone knows is going to be used as a dwelling-house as long as the owner is allowed to do so. A similar hardship arises from the common-form requirement that tiles or slates shall be used for roofing. This was enacted in days when no other substitutes for straw or thatch were in general use, and was quite rightly intended to prevent the employment of these highly dangerous materials. But nowadays chemistry has produced so many acceptable equivalents for tiles and slates that restriction on building enterprise and the increase of building cost are the only results of such a requirement.

A similar difficulty arises from the arbitrary provisions usually found as to the position and shape of windows, doors, and party-wall; these are said seriously to hamper architects who are trying to devise novel and economical modes of building rural cottages. In the last century, when practically all building was done by the speculative builder intent on opening up an estate, some rigid control was necessary in the interest of prospective tenants; but such rigidity is felt to be vexatious now that garden suburbs, æsthetic building schemes on private or company-owned estates, and the erection of bungalows in every attractive rural area, have become the order of the day. The promoters of this essentially twentieth century movement will welcome the proposed reversal by the Local Government Board of their former insistency on uniformity, and the individual revision of local building codes which they are now encouraging.

Concurrent Leases.

It is familiar knowledge that on the grant of a reversion upon a lease no attornment by the lessee is necessary in order to complete the title of the grantee; but this was not always so, and the recent case of *Horn* v. *Beard* (1912, 3 K. B. 181) shews that the efficacy of such a grant may still be called in question. Attornment was originally the turning over of a tenant to a new feudal lord (Pollock and Maitland, Hist. of Eng. Law, Vol. I. p. 348), but the meaning of the word was reversed, and it came to imply the turning of the tenant to the new lord; that is, the recognition of the new lord by the tenant. The relation between lord and tenant forbade that a new lord should be substituted without the tenant's consent, though it is improbable that in fact the tenant could make any effective protest. And this incident of the relation between lord and tenant in respect of the freehold was transferred to the relationship between landlord and tenant in respect of a term of years. "Attornment," says Lord Coke (Co. Lit. 309a), is an agreement of the tenant to a grant of the seignory or of a rent, or of the donee in tail, or tenant for life or years, to a grant of a reversion or remainder made to another. It is an ancient word of art, and in the common law signifies a turning or attorning from one to another." And until this attornment had taken place the reversion did not pass.

The same rule, of course, applied whether the reversion was granted in fee simple, or for a smaller interest; until the grant was completed by attornment, the grantee took no actual estate. This is responsible for the fourth resolution in *Rawlyns' Case* (4 Co. Rep., 52*a*), which is of importance in regard to the recent decision. C demised to W, for six years, and afterwards demised to R for twenty years; before attornment, R had no grant of the reversion, but only a future interest in reversion, which, while it remained future and uncompleted by possession, was no more than an *interesse termini*. "Notwithstanding such grant, the reversion (without attornment) remains in the grantor, and he shall have the rent reserved by the first lease; but, if there be attornment, then the reversion passes." Attornment, although it had become a mere formality, lasted till the beginning of the eighteenth century. But the only matter of importance to the tenant was that he should not be prejudiced by payment of rent to the old landlord before he had had notice of the grant. Accordingly, the statute 4 and 5 Anne, c. 3, which, by section 9, abolished the necessity for attornment, contained, in section 10, a saving clause for the protection of the tenant. Under section 9, all grants or conveyances thereafter to be made "by fine or otherwise" of the reversion of any lands were to be "good and effectual to all intents and purposes, without any attornments of the tenants" of the lands; and, by section 10, it was provided that no such tenant should be prejudiced or damaged by payment of any rent to the grantor, or by breach of any condition for non-payment of rent, before notice of the grant should be given to him. The language of section 9 is, as was pointed out by Buller, J., in *Birch* v. *Wright* (1 T. R., p. 384), quite general. It applies although the reversion is granted for a partial interest only. "This clause comprehends all grants and conveyances, and therefore, whether it be a grant by way of mortgage, or of the fee simple, or only of the reversion for a term of years . . . it makes no difference": and see *Wright* v. *Burroughes* (3 C. B. 685).

Upon this principle is founded the practice of granting concurrent leases. After a lease has been granted by A to B, say for seven years, A is entitled to the reversion, and to the rent incident to the reversion. A lease made a year later, by A to C, provided it is by deed, passes the reversion for the term of the second lease. If the second lease is for fourteen years, C is entitled to the rent reserved on the first lease for the remaining six years of that lease, and is then entitled to possession for the residue of his own term—eight years. If the second lease is for three years, C is entitled to the rent reserved on the first lease for that period: see *Neale* v. *Mackenzie* (1 M & W., p. 762); and since the second lease carries the right to the rent on the first lease, the lessor cannot, during the second lease, recover the rent from the first lessee: *Harmer* v. *Bean* (3 C. & K. 307). Since the statute of Anne this result does not require to be assisted by an attornment by B to C.

All this is sufficiently clear both as to the old law and as to the effect of the statute; but judges are occasionally caught napping, or, which comes to the same thing, counsel do not furnish the food necessary for the judicial mind to work on; and then an erroneous decision is given, which cumbers the reports until the circumstances are repeated, and a court more wide awake puts the matter right. This is what happened in *Edwards* v. *Wickwar* (1 Eq. 403). There A, in 1861, granted an under-lease to B for twenty-one years from Michaelmas, 1861, at the yearly rent of £50. In 1864 he granted an under-lease of the same premises to C for twenty-one years from Michaelmas, 1863, at the same rent. B never attorned to C. It was held by Wood, V.C., who professed to follow the fourth resolution in *Rawlyns' Case* (*supra*), that, in the absence of attornment, the lease to C did not pass the reversion to him, but only an *interesse termini*. But, of course, attornment had nothing to do with the matter. No reference was made to the statute of Anne (see 35 L. J. Ch. 309*n*), and the decision seems to have been given in entire forgetfulness of it.

The mistake in *Edwards* v. *Wickwar* has long been known, but the judicial recognition of it has only just come. In *Horn* v. *Beard* (*supra*) certain lessors granted to the defendant a lease of premises for three years from Midsummer, 1908, at a rent of £160. They mortgaged their reversion to the Yorkshire Penny Bank who went into possession, and the bank granted an immediate lease for twenty-one years to the plaintiff. [In the headnote to the report the terms "plaintiff" and "defendant" are misplaced in the statement of the leases]. There was a question in the case whether the defendant had, in fact, attorned to the plaintiff. This depended on circumstances which it is unnecessary to state. But, of course, attornment was unnecessary. The action was brought for the rent reserved on the first lease, and since the second lease carried the reversion on the first lease and the rent incident to the reversion, the plaintiff was entitled to recover. The only doubt was caused by the decision in *Edwards* v. *Wickwar* (*supra*); but Lush, J., in delivering the judgment of Ridley, J., and himself, observed that, as pointed out above, the statute was not cited in that case, and hence it could not be accepted as an authority. The result is to remove an erroneous decision from the list of authorities, and to affirm the generality of the statutory provision. The court appear to have considered that the second lease must be for a longer period than the residue of the first lease. But it has already been stated that the grant of the reversion is equally effectual, so long as the second lease lasts, whether it is for a longer or shorter period than the first lease.

Judge Parry's Reminiscences.

JUDGE PARRY has marked his transfer from Manchester to the Lambeth County Court by a volume* equally compounded of amusing reminiscences and useful reflections. The reminiscences are taken from circuit, political, and county court life; the reflections are suggested largely by county court work. There are also chapters, with which we need not concern ourselves here, on civic life in Manchester, on the Manchester stage and other matters. The whole makes a book of unusual interest.

Mr. PARRY's first attempts at practice were in London, but in the south-eastern circuit he found, as others have found there and elsewhere, that there was woefully little to do and plenty of able men to do it. Within a very short time of his call in 1885 he determined to try Manchester. "There is no doubt at all that the most difficult thing to do at the bar is to begin. For years you go round the links without a golf ball, as it were, unless you have the luck to pick one up somewhere. GILBERT's classical receipt—to fall in love with the rich attorney's elderly, ugly daughter—is scarcely available to the married man." But the sessions gave an opening for briefs, and spare time was occupied with journalism. Not a little of the chapter on "Quarter Sessions" is taken up with an account of HENRY WYNDHAM WEST, Q.C., then recorder of Manchester—"a typical Whig aristocrat," Judge PARRY calls him, "born and bred in London, impartial, honest, and fearless in his administration of the law, but apparently wanting in sympathy for and certainly lacking in knowledge of the working class in the north of England." For some reason unknown, it seems that he and the late Lord COLERIDGE did not love one another, and a story is told of the Lord Chief Justice coming on circuit and asking a local barrister, FALKNER BLAIR, about WEST. "'I never see him at Westminster. What does he do?' asked Lord COLERIDGE, in his suavest and most silvery tongue. 'He's Recorder of Manchester'" replied BLAIR. 'Ah!' 'And Attorney-General for the Duchy of Lancaster.' 'Dear me!' 'And judge of the Salford Hundred Court of Record.' 'Is he really?' 'And prosecuting counsel for the Post Office.' 'You don't say so!' said COLERIDGE, throwing up his head in astonishment. 'What a lot of outdoor relief the fellow has!'"

But apparently the story is more typical of the sarcasm of the interlocutors, than of the real qualities of WEST, of whom Judge PARRY speaks in terms of no slight praise. "To my thinking WEST was a valuable asset to Manchester citizens, and they should have accounted it a privilege to have the constant example of a righteous aristocrat before them, if only to remind them that the Manchester ideal of men and manners is not the only ideal in the world." This is illustrated by the way in which WEST dealt with commissions on the sale of property, which were frequently the subject of speculative actions before him. "In one of these cases relating to a public-house, I was addressing the jury, and our best point, I remember, was that up to now no one had paid a commission of any kind, and therefore it was very reasonable that my client should have one. I was expatiating on this when WEST interrupted in his biting way: 'Is it a crime in Manchester to sell a public-house without paying a commission?' 'Not a crime,' I replied, 'but exceedingly bad taste.' The Manchester jury nodded approval." On the way from the court WEST thus delivered himself: "'I tell you what it is, PARRY. If a Manchester man sold his soul to the devil, some of his fellow citizens would sue his executors for a commission on the transaction.' 'Very likely,' I replied, 'and, after all, there are several members of the northern circuit we could spare to go down and take the evidence.'" And Judge PARRY also commends the recorder for the heavy sentences he gave to "scuttlers,"—gangs of young hooligans who used to terrorize the back streets. At the time, these were the subject of much comment; "but they stamped out the disease, at all events temporarily, and left the ground clear for the more permanent cures of social reformers. The scuttler of the eighties finds a more wholesome outlet for his energy to-day in the boxing competitions at the lads' club, or in the battalions of boy scouts." At least, let us hope it is so.

Equally good are the stories from the Norfolk circuit, where for a time PARRY was sitting for Judge ADDISON. "At one place a solicitor began quoting some law from a book, when his opponent got up indignantly, and said it was a well-understood local custom that if a solicitor was going to bring a law book he should give notice to the other side. I agreed that it was a very proper custom, and impounded the law book, feeling strongly that if there was any advantage in the possession of the law book it should be with the court." ADDISON's predecessor, the late Judge PRICE, had left some strange customs behind him. At one place, "whenever a case was called on the registrar got up and called out, 'All witnesses leave the court.' No one moved, and the policeman and his dog strolled round the building, and selected witnesses. These he threw out with very little trouble, but it was an undignified proceeding, and wasted a lot of time. I could see that I should probably spend the rest of the day in the place, and probably miss the last train if I did not move. So I sent for the registrar, a worthy gentleman of the old school, and told him my views. 'I don't want all the witnesses out of court,' I said. 'The late judge always had them out of court, your honour.' 'I dare say, but I don't think it's necessary, and it wastes time.' 'Yes, your honour, but the late judge always had the witnesses out of court,' repeated the registrar. 'Well, I must ask you not to order them out of court to-day. It takes a long time to get them out, and a longer still to get them back again." There was a note of contempt in the registrar's voice as he replied, "The late judge never had the witnesses back, your honour." "I felt," says Judge PARRY in conclusion, "that I was in the presence of a procedure invented by a judicial genius." Speaking of contempt we may note a *bon mot* which, unfortunately, did not completely come off, but it illustrates very well Judge PARRY's good-humoured management of his own court. "I remember an irate Scotch draper saying quite seriously to me at the end of a case, 'I have an utter contempt for the court.' 'My good man,' I said thankfully, 'you have saved me from a most painful duty. Had you expressed a mere contempt of court, I must have sent you to Knutsford Gaol, but an utter contempt seems to me to save you. But do not say it again. I may be wrong. Go outside as quickly as you can.' He disappeared. Had I been PLOWDEN I should have added, 'and utter contempt there!' But I only thought of that going home in the tram'" How good are those jokes that do not happen to come off! However, there is enough in the story to shew how cases of contempt of court can, as a rule, be well and sufficiently dealt with.

Mr. PARRY got his judgeship from Mr. BRYCE when the latter was Chancellor of the Duchy. A friend told him that another appointment of the kind would have ruined any Government, and accordingly Mr. BRYCE soon ceased to be Chancellor; but, in fact, Mr. PARRY appears to have been admirably fitted for the work that thenceforth lay before him, and after this surfeit of stories we may refer to some of the opinions which are the result of his experience both in the county court and out of it. He thinks the profession of the law is too much an upper and middle class affair. "I have often wondered why more of the clever young men of the working class do not grapple with the study of the law. A few years ago, I addressed a labour audience in Manchester on the subject, and listened to an interesting first-hand discussion of the matter." He thought the speakers had an idea that such an individual would break away from service to his order and seek to make a great individual career, and indeed it would be difficult for any lawyer under present conditions to do otherwise. The law, like most other professions, is open to talent from whatever source it comes; but whether talent, after it has received its chance and won recognition, will restrict itself to the narrow groove of one class, is a different matter. "The Labour Party," the judge says, "will never be able to express its thoughts articulately and clearly until it has its own Attorney-General who can advise its cabinet on the legal aspects of the measures they have to consider." No doubt the Labour Party is an asset in the national life of increasing value—none the less, that it is free from some of the official traditions which fetter other groups; but we have failed to see any sign on their part of being unable to express themselves articulately—many, no doubt, think the expression is too articulate—and we do not anticipate that legal assistance will be lacking.

Capital punishment is a subject on which Judge PARRY holds strong views. "I have long gone about with a conviction that Sir HENRY WOTTON was right when he said that 'hanging was the worst use a man could be put to.' . . . Some day it will dawn on rulers that it is not a wise example to the mind of murderous tendency deliberately to do the very thing which the State professes to regard with feelings of grief and indignation." And referring to the abolition of the sentence of death for theft and other offences—bitterly opposed at the time—he says, "So I have no doubt the sentence of death will pass away from our administration of the law altogether before many years are past." This is not the place to pursue the matter. It is sufficient to note the opinion of a lawyer who is eminently practical.

Imprisonment for debt receives equally clear treatment. "If I have learned any lesson in the many days I have spent listening to the short and simple annals of the back street, it is that the law of imprisonment for debt bears very harshly on the working class." In other words, those of a higher class can take refuge in bankruptcy; "the poor man has no effective bankruptcy law." And the county court is ceasing to be the poor man's court, and is being turned into a provincial court for the settlement of disputes of importance. Judge PARRY does not object to this extended use of it, but he thinks something might be done to make the courts of greater value to the poor. The rules, and orders, and forms have grown so as to make county court procedure an extremely intricate matter.

* What the Judge Saw: Being Twenty-five Years in Manchester, by One who has done it. By His Honour Judge PARRY. Smith, Elder & Co.

At least it seems so, though in particular cases the poor suitor may be able to get all the assistance he needs from the registrar and his clerks. In Judge PARRY's view, however, there should be a chance of conciliation before actual litigation. It would be far more satisfactory if the affairs of smaller people were not litigated, or, at all events, not litigated until an effort had been made to bring the parties together and get them to agree to a compromise." And he would attempt by the same means to place a check on the enormous amount of litigation which has grown up out of the Workmen's Compensation Act: "I have no hesitation in saying that by a system of conciliation 75 per cent. of the present litigation under the Workmen's Compensation Act might be stopped, to the great benefit of the community. I would allow no Workmen's Compensation case to go forward to litigation until employer and workman had come in person—or by deputy on the employer's behalf—to discuss the way out." But does this allow for the insurance companies? Of course, the present state of affairs is caused by the difficulties of construction arising under the Act, and Judge PARRY remarks that "to-day the Workmen's Compensation Act litigation is little better than a wild-cat gamble. To diagnose whether an accident arises out of or in the course of a workman's employment you want a legal mind combining the subtlety of a Jesuit with the discrimination of a laboratory professor." From all which it will appear that his book is as full of interesting advice on current matters as of racy anecdote.

Reviews.

King's Bench Forms.

CHITTY'S FORMS OF CIVIL PROCEEDINGS IN THE KING'S BENCH DIVISION OF THE HIGH COURT OF JUSTICE, AND ON APPEAL THEREFROM TO THE COURT OF APPEAL AND THE HOUSE OF LORDS. FOURTEENTH EDITION. By THOMAS WILLES CHITTY, a Master of the Supreme Court; EDWARD HENRY CHAPMAN, Barrister-at-Law; and PHILLIP CLARK, of the Central Office of the Supreme Court. Sweet & Maxwell (Limited); Stevens & Sons (Limited). £2 2s.

A book of forms which justifies a fourteenth edition may claim to be above criticism; and, indeed, the criticism which is possible in an ordinary text-book would be difficult here. The practitioner requires forms which are either expressly authorized or have stood the test of experience, and the best guarantee that a form can be safely used is the fact that it is to be found in a recognized collection which has been from time to time revised and brought up to date by competent editors. The presence of Master Chitty's name on the title-page of the present edition ensures that it shall satisfy this condition.

Beyond this, the merit of the book must be looked for in its arrangement and in the assistance which it gives the practitioner in the use of the forms. As regards arrangement, the book opens with a chapter containing forms relating to solicitors—agreements as to costs, delivery and taxation of bills, and so forth—and then gives in successive chapters the forms required for the various steps in an action up to judgment, and the steps consequent on judgment. This occupies the first seven parts. Part VIII. contains the forms required in appeals to the Court of Appeal and the House of Lords, and Part IX. those required to adapt the action to special parties or to changes of parties. In this part, Chapter VII., on actions by and against firms and persons trading in names not their own, will be found specially useful. Part X. contains forms suitable for proceedings in particular actions, such as actions for recovery of land, and distress and replevin; Part XI. deals with various miscellaneous proceedings, such as references to assess damages, and trials of questions of law by special case; Part XII. with motions and summons; Part XIII. with proceedings in district registries; and Part XIV. with arrest under the Debtors Act, 1869. The three concluding parts deal with proceedings relating to inferior courts, such as appeals from county courts and prohibition, with proceedings relating to tribunals abroad, and with arbitration. Thus, the whole field of civil procedure in the Supreme Court appears to be adequately covered. As to the forms themselves, they are in general framed in paragraph form, and thus avoid the great defect of old drafting, but occasionally this process might be carried further. The one point to be aimed at in litigious as in other forms is lucidity, and the separation both of recitals and the operative part into paragraphs is essential to this end.

The other point for notice is the assistance which the work affords to the practitioner in regard to the rules or other sources of practice on which the forms are founded. In regard to this, the practitioner will find sufficient information appended to the various forms to enable him to use them with discretion, and the notes contain also guidance to the leading practice cases. Thus, in the chapter on actions to recover land there is a statement of the recent cases—*Matthews* v. *Usher* (1900, 2 Q. B. 535), *Molyneux* v. *Richards* (1906, 1 Ch. 34), and *Turner* v. *Walsh* (1909, 2 K. B. 484)—on the extent to which a mortgagor can now bring such an action in his own name; and in the chapter on solicitors, the recent decisions on agreements as to costs—such as *Clare* v. *Joseph* (1907, 2 K. B. 369) and *Gundry* v. *Sainsbury* (1910, 1 K. B. 645)—are stated. The work appears to have been very efficiently revised and brought up to date.

Equity.

A SELECTION OF LEADING CASES IN EQUITY WITH NOTES. By FREDERICK THOMAS WHITE and OWEN DAVIES TUDOR. EIGHTH EDITION. By WILLIAM JOSEPH WHITAKER, M.A., LL.B., Barrister-at-Law. Assisted by EDWARD WILLIAM SUTTON, M.A., B.C.L., PERCY VAUGHAN, and ROWLAND BURROWS, M.A., LL.D., Barristers-at-Law. VOL II. Sweet & Maxwell (Limited).

This volume continues the leading cases in equity. Differing from the earliest editions, they are now grouped under alphabetically arranged subjects. This is a great advantage, and gives the work somewhat more of the appearance of an orderly treatise; but a real treatise on equity it can never be, nor, we suppose, would the editor claim this for it. It is the product of the system of legislation by cases, and it adopts the cases which have made the law as texts for a number of separate dissertations. But both the utility and the disadvantages of the leading case system of exposition have often been commented on, and here we are content to acknowledge the utility, especially when the work of editing has been so carefully done as in the present work.

The volume takes up the tale at Mortgage, and deals with that subject and also Notice, Penalties and Forfeitures, Powers, Satisfaction, Specific Performance, Sureties, Trustees, Trusts, Vendor and Purchaser, and Waste. The leading cases themselves are all taken from the older reports; they were decided when equity was in the making (see *Re Hallett's Estate*, 13 Ch. D., p. 710), and doubtless this is the more convenient plan. *Casborne* v. *Scarfe* (1737, 1 Atk. 603), settled finally the nature of an equity of redemption; *Howard* v. *Harris* (1683, 1 Vern. 190) forbade any clog on the equity; and *Marsh* v. *Lee* (1670, 2 Vent. 337) defined the nature of tacking. It would be easy to suggest additions to the list, and in particular under the last head, *Brace* v. *Duchess of Marlborough* (17, 2 P. Wms. 491). But the rules which that case established are stated prominently in the notes, and the system requires that the principal cases should be comparatively few. As to the doctrine of tacking and the allied doctrine of notice, for which *Basset* v. *Nosworthy* (1673, Rep. temp. Finch, 102) and *Le Neve* v. *Le Neve* (1747, Amb. 436) are given as the leading cases, it may be observed that they represent a doctrine of equity which is not likely to survive. The protection afforded by the legal estate, and the curious principle that equity can override statutory priority, may both before long be more of historical than practical interest. Still, it is unwise to prophesy, and, perhaps, threatened equities, like threatened men, live long.

If the leading cases have an old-fashioned look, the same cannot be said of the notes. Few doctrines have been more discussed in recent years than that of the clog on the equity. As a general principle it has been established more firmly than ever; in its particular applications, a certain spirit of reasonableness has been apparent: see *Biggs* v. *Hoddinott* (1898, 2 Ch. 307); and the numerous cases on the doctrine are well classified and stated. Similar instances will be found in the section at p. 645 on the liability of a solicitor who takes part in a breach of trust; he will not be held liable if his position in the matter is solely that of agent: see *Barnes* v. *Addy* (9 Ch. App. 244); and in the section on constructive notice, a matter which, resting largely on the judgment of Wigram, V.C., in *Jones* v. *Smith* (1 Hare, 43), has been illustrated in recent times by *Bailey* v. *Barnes* (1894, 1 Ch. 35), and other cases referred to at pp. 204–207. Altogether, the work very adequately carries out the system of exposition by leading cases.

Statute Law.

CHITTY'S STATUTES OF PRACTICAL UTILITY, ARRANGED IN ALPHABETICAL AND CHRONOLOGICAL ORDER. WITH NOTES AND INDEXES. THE SIXTH EDITION. By W. H. AGGS, M.A., LL.M., Barrister-at-Law. VOLUME IX.: "MINES" TO "PETROLEUM." Sweet & Maxwell (Limited); Stevens & Sons (Limited).

This volume of the new edition of Chitty's Statutes contains as its chief titles, Mines and Quarries, Money-lenders, Parliament, Partition, Partnership, and Patents, Designs and Trade-marks. Under "Mines and Quarries" we naturally expect to find the Coal Mines Act, 1911, but this is not included in the volume, and instead there is inserted a reference to the "Annual Statutes for 1911." At first sight this appears inconvenient, but we presume the arrangement is necessitated by the conditions under which the edition is produced.

Although, however, the Act of 1911 must be looked for elsewhere, the title contains the Explosives in Coal Mines Order, 1912, which has been made under the powers conferred by section 61. Passing on to "Money-lenders" it might be expected that the Money Lenders Act, 1911, would, like the Coal Mines Act, 1911, be relegated to a supplemental volume. But here a different plan has been adopted, and the title includes the recent Act. This, of course, usefully completes the title, but it shews that there is no reason for cutting out all the statutes of 1911, and it revives the query why the Coal Mines Act is not included. The notes to the Money Lenders Acts contain a very useful summary of the cases which have been decided on the Act (of 1900, but the reference under the Act of 1911 to *Re Robinson* 1911, 1 Ch. 230), seems somewhat adequate. It should have been pointed out that the Act was passed to override that decision, and to give *bona fide* holders of securities for value the protection of which they should never have been deprived. The title PARLIAMENT contains the statutes relating to the Parliamentary franchise and to elections; altogether a large number of statutes are included, but the Parliament Act, 1911, is relegated to the supplementary volume for that year. The method adopted as regards the statutes of 1911 is not easy to understand. The Partition Acts, 1868 and 1876, are very fully annotated, and so also is the Partnership Act, 1890. The notes to section 2 (3) on the effect of receipt of a share of profits in creating a partnership will guide the reader to the leading authorities on the difficult question, what constitutes a partnership?—a question by no means solved by the statutory definitions. The volume is a good example of the manner in which the series combines statute law with sufficient exposition to facilitate its application.

Mortgages.

A STUDY OF THE LAW OF MORTGAGES. By CHARLES H. S. STEPHENSON, LL.D. (Victoria), LL.B. (Liverpool), Solicitor. SECOND EDITION, REVISED. Effingham Wilson. 7s. 6d. net.

The law of mortgages is treated in the current text-books at great length, but, in fact, the principles admit of being concisely stated, and this is the task which Mr. Stephenson has successfully attempted. "Once a mortgage, always a mortgage" is as true now as in the days when the rule was being made, and in the chapter under this heading, the recent cases, such as *Salt* v. *Marquis of Northampton* (1892, A. C. 1), *Rice* v. *Noakes* (1902, A. C. 24), and *Bradley* v. *Carritt* (1903, A. C. 253), are instructively grouped and stated. Indeed, the activity of the courts on this maxim in recent years has furnished attractive material for the text-writer. Practically one of the most important matters arising in connection with mortgages is the exercise of the power of sale, and in Chapter IV., Mr. Stephenson gives a useful exposition of the conditions under which a mortgagee can sell, not forgetting a reference to section 5 (1) of the Conveyancing Act, 1911, which overrules *Life Interest, &c., Corporation* v. *Hand-in-Hand, &c., Society* (1898, 2 Ch. 230), and prohibits the purchaser from inquiring whether a case to justify the exercise of the power has arisen. The subject of valuations for the purpose of loans on mortgage also is well treated in Chapter XIV., but, in regard to revision of valuations the reference to *Shaw* v. *Cates* (1909, 1 Ch. 389), should have been supplemented by a reference also to the judgment of Cozens-Hardy, M.R., in *Rawsthorne* v. *Rowley* at *ibid.*, p. 409, note. The book is a very excellent compendium of its subject.

Tithe Rent-charge.

THE LAW RELATING TO TITHE RENT-CHARGE AND OTHER PAYMENTS IN LIEU OF TITHE. By PERCY WILLIAM MILLARD, LL.B. (Lond.), Assistant Head of the Tithe and Copyhold Branch of the Board of Agriculture and Fisheries. Butterworth & Co.; Shaw & Sons. 4s. 6d. net.

The existence and incidence of tithe rent-charge are matters which have to be considered on every dealing with land, and it is useful to have the law on the subject collected and stated by an author practically conversant with it. The book does not give the text of the statutes regulating tithe rent-charge, save only the Tithe Act, 1891. These commence with the Tithe Act, 1836, and include a long series of subsequent Acts; but their provisions are stated in the course of the book. As an instance of the practical manner in which it is written we may notice chapter IV. on Altered Apportionment of Tithe Rent-charge. The steps to be taken in procuring the altered apportionment are very clearly explained. The non-payment of the charge for a length of time may frequently lead to its extinction under the Real Property Acts, 1833 and 1874, and the circumstances under which this will take place are stated in Chapter XIII. The case of *Adnam* v. *Earl of Sandwich* (2 Q. B. D. 485) seems to suggest that where the rent-charge owner is not aware of his rights time does not run against him; but this view, as Mr. Millard notices, has been criticized, and is, of course, erroneous, though it seems to have been followed in some Irish cases. The book will be found useful in practice.

Magistrates' Law.

QUESTIONS AND ANSWERS FROM THE JUSTICE OF THE PEACE CONNECTED WITH LOCAL GOVERNMENT, PUBLIC HEALTH, POOR LAW, POOR RATE, LICENSING, AND THE GENERAL DUTIES OF MAGISTRATES. EXTRACTED FROM THE "PRACTICAL POINTS" COLUMNS OF VOLUMES 61 TO 73 INCLUSIVE OF THE "JUSTICE OF THE PEACE," COVERING THE THIRTEEN YEARS 1897–1909. REVISED AND MODIFIED AS RENDERED NECESSARY BY SUBSEQUENT LEGISLATION AND DECISIONS. Editor, KENNETH M. MACMORRAN, M.A., LL.B., Barrister-at-Law; Assistant Editors, R. E. WILLCOCKS, Barrister-at-Law, and H. W. GUTHRIE, Solicitor. Shaw & Sons; Butterworth & Co.

The system of question and answer on points which arise in practice is one that leads to useful results, and these results are rendered more valuable if they are collected, as is done in the present volume, in a readily accessible form. The questions which relate specially to magisterial law are very various—their variety is sufficiently shewn by glancing through the pages of the volume; but some—such as those relating to husband and wife, and to licensing, are of special importance; under the former head, for instance, what amounts to desertion (pp. 212-215); under the latter, questions relating to compensation and the compensation charge (pp. 271-274), and to appeals (pp. 275-276); and on these and other points a large amount of valuable information is collected. Reference to the volume is made easy by the convenient arrangement of the matters dealt with and by the index, and also by numerous cross references.

Salford Hundred Court of Record.

THE SALFORD HUNDRED COURT OF RECORD ACTS, 1868 AND 1911 (31 & 32 VICT., C. CXXX. AND 1 & 2 GEO. 5, C. CLXXII). WITH THE ORDERS, RULES, FORMS, AND SCALES OF COSTS MADE THEREUNDER AND RELATING THERETO, AND A LIST OF THE COURT FEES. WITH A TABLE OF CONTENTS AND CROSS-REFERENCES BETWEEN THE RULES AND FORMS. Terry & Co. (Limited).

Under the Salford Hundred Court of Record Act, 1868, that court has jurisdiction in general up to £50, and (save in libel, slander and seduction) without limit by consent. The Act of 1911 enables the Chancellor of the Duchy of Lancaster to make an order extending the jurisdiction to £100; and it excludes all jurisdiction in libel, slander, seduction, and breach of promise. It also places a restriction on section 40 of the earlier Act, which allowed the process of the court to be served in any part of England or Wales, and requires that a writ shall not be served outside the Hundred except with the leave of the court, and leave is not to be given unless the court is satisfied that the cause of action arose wholly or in part within the Hundred. The Act of 1911 also provides for the establishment of a Rule Committee for the court. Rules by this committee have been made, and the present volume contains the text of the two statutes referred to above, and the rules and forms with tables of costs. The rules appear to be based on the R. S. C. and the County Court Rules.

Books of the Week.

Highways.—The Law Relating to Highways. By H. HAMPTON COPNALL, Solicitor. Second Edition. Charles Knight & Co. (Limited). 21s.

Rating.—The Law and Practice of Rating, Both Within and Without the Metropolis. Third Edition. By WALTER C. RYDE, K.C. Butterworth & Co.; Shaw & Sons. 37s. 6d.

Digest.—A Digest of English Civil Law. By EDWARD JENKS, M.A., B.C.L., Principal and Director of Legal Studies of the Law Society, and Others. Book III., Sections I. (cont.) and II. Law of Property (cont.). By EDWARD JENKS. Butterworth & Co.

Seton on Judgments.—Forms of Judgments and Orders in the High Court of Justice and Court of Appeal, Having Special Reference to the Chancery Division, with Practical Notes. By the late Hon. Sir H. W. SETON, Sometime one of the Judges of the Supreme Court of Calcutta. Seventh Edition. By ARTHUR ROBERT INGPEN, K.C., FREDERICK TURNER BLOXAM, one of the Registrars of the Supreme Court of Judicature, and HENRY E. GARRETT, of the Chancery Registrars' Office, Solicitor of the Supreme Court. In Three Volumes. Stevens & Sons (Limited). £6.

Winding-Up.—Company Precedents for Use in Relation to Companies subject to the Companies (Consolidation) Act, 1908.

Part II. Winding-up Forms and Practice. With Copious Notes and an Appendix containing Acts and Rules. Eleventh Edition. By Sir FRANCIS BEAUFORT PALMER, Bencher of the Middle Temple, assisted by EDWARD MANSON, Barrister-at-Law. Stevens & Sons (Limited). 34s.

Digest.—Mews' Digest of English Case Law, Quarterly Issue, October, 1912. By JOHN MEWS, Barrister-at-Law. Containing Cases Reported from January 1st to October 1st, 1912. Stevens & Sons (Limited); Sweet & Maxwell (Limited.)

CASES OF THE WEEK.

Bankruptcy Cases.

Re **PATRICK.** *Ex parte* **HALL & CO. AND OTHERS.**
Phillimore and Horridge, JJ. 21st Oct.

BANKRUPTCY—PRACTICE—SERVICE OF PETITION—"PERSON CARRYING ON BUSINESS UNDER A PARTNERSHHIP NAME"—BANKRUPTCY ACT, 1883 (46 & 47 VICT., C. 52) S. 115—BANKRUPTCY RULES, 1886-1890, RULE 260—R.S.C. XLVIII.A, 3, 11.

When a petition has been presented against a debtor who, to the knowledge of the creditor, carries on business alone under a partnership or trade name, it must be served personally upon the debtor, and it is not sufficient to serve it upon a person having at the time of service the control or management of the business.

Appeal from the Registrar of the County Court at Wandsworth, dismissing a petition. The debtor in this case carried on business alone under a partnership or trade name. The petition was presented against him in the firm's name in accordance with section 115 of the Bankruptcy Act, 1883. It was served at the principal place of business of the firm on a person alleged to be in control or management of the business at the time of service. At the hearing of the petition it was disputed that the person served had the control or management of the business; the Registrar found that he had not, and dismissed the petition on the ground that it had not been duly served. The petitioning creditors appealed and asked that the case should be sent back to the County Court, to enable them to call further evidence as to the position of the person served. On the hearing of the appeal the Court took the point that in the case of a debtor trading alone under a firm name personal service is necessary, and that service upon a person having control or management of the business is insufficient. Counsel for the appellants argued that the proceedings in this case, being taken under section 115 of the Bankruptcy Act, 1883, which enacts that "Any two or more persons being partners, or any person carrying on business under a partnership name, may take proceedings or be proceeded against under the name of the firm," the petition could be served as directed by rule 260: "Any notice or petition for which personal service is necessary shall be deemed to be duly served on all the members of a firm if it is served at the principal place of business of the firm in England, on any one of the partners, or upon any person having at the time of service the control or management of the partnership business there." Counsel for the respondent contended that as the debtor was not a "firm," and the creditors knew he was not a "firm," but was trading alone, rule 260 did not apply, and personal service on the debtor was necessary.

PHILLIMORE, J.—A single individual trading as a firm must be personally served, unless the Court has made an order for substituted service. This, however, does not decide the case where a creditor does not know that there is only one person trading under a firm name, for in such a case questions of estoppel might arise which would have to be decided upon their merits.

HORRIDGE, J.—The Bankruptcy Act, 1883, provides by section 115 that: "Any two or more persons, being partners, or any person carrying on business under a partnership name," may be proceeded against in the name of the firm, but although that section deals with both classes of firms, rule 260 deals only with service on firms consisting of two or more partners, and therefore does not apply to the present case. It should be noted that Order 48A of the Rules of the Supreme Court, which deals with actions by and against partners, provides specially in rule 11 for proceedings against persons carrying on business alone under a trade name, whereas the Bankruptcy Rules contain no such provision. Appeal dismissed.—COUNSEL, *Hansell* and *Ralph Sutton; Clayton*, K.C., and *Whately*. SOLICITORS, *Braby & Waller; Harston & Bennett.*

[Reported by P. M. FRANCIS, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

BUCKLEY *v.* **BUCKLEY.** Evans, P. 19th Oct.

DIVORCE—RESTITUTION OF CONJUGAL RIGHTS—SERVICE OF PETITION AND CITATION UPON RESPONDENT OUT OF THE JURISDICTION—LEAVE TO SERVE NOT APPLIED FOR—DECREE GRANTED.

Where a sealed copy of a petition for the restitution of conjugal

rights and a copy of the citation had been duly served upon the respondent, then resident in Ireland,

The court granted a decree, although no leave had been previously obtained for service out of the jurisdiction.

Bateman *v.* Bateman (1901, *P.* 136) *not followed.*

By a petition dated the 14th of February, 1912, Mrs. Beatrice Jeannette Sophia Marner Buckley asked for a decree for the restitution of conjugal rights by reason of the refusal of the respondent, Marcus Edward Louis Buckley, to cohabit with her. The parties were married on the 30th of June, 1908, in Liverpool. In 1910, having obtained a musical appointment, the respondent went to Mallow, co. Cork, Ireland. In November of the same year he became ill, and was nursed by the petitioner, who subsequently became ill herself. After spending a few months in England with her father, the petitioner wrote to the respondent saying she desired to rejoin him. He replied that he would not have her back. A sealed copy of the petition and a copy of the citation were served upon the respondent at Mallow on the 6th of March, 1912. An appearance was entered on behalf of the respondent, but no defence had been filed. Counsel for the petitioner submitted that, notwithstanding *Bateman* v. *Bateman* (1901, P. 136), the service out of the jurisdiction was good, though no order for such service had been obtained. Having heard evidence in support of the petition,

Evans, P., pronounced a decree for the restitution of conjugal rights, to be obeyed within fourteen days after service.—Counsel, *J. H. Murphy.* Solicitors, *Rutherfords.*

[Reported by Digby Cotes-Preedy, Barrister-at-Law.]

JONES *v.* **JONES.** Bargrave Deane, J. 14th and 21st Oct.

Divorce—Judicial Separation—Husband's Petition—Cross Charge by Wife and Prayer for Judicial Separation—Non-compliance by Husband with Order to Secure Wife's Costs—Writ of Attachment Granted.

Where the court was not satisfied that a husband petitioner was unable to comply with an order to secure a sum for the payment of his wife's costs of and incidental to the hearing of the cause, a writ of attachment was allowed to issue.

Clarke *v.* Clarke (1891, *P.* 278) *not approved.*

Motion by a wife respondent for liberty to issue a writ of attachment against her husband, the petitioner, for his non-compliance with an order to lodge in court the sum of £25 estimated to cover the costs and expenses of the respondent of and incidental to the hearing of the suit, or to give a bond with sureties in the penal sum of £50 for the payment of such expenses. The petitioner, by his petition, asked for a judicial separation on the ground of the alleged cruelty of the respondent, who, by her answer, denied the allegation of cruelty, and prayed for a judicial separation on the ground of the petitioner's alleged adultery. The petitioner, by order of the court, attended for cross-examination, and swore that he was unable to comply with the order. Counsel for the petitioner contended that a writ of attachment should not issue against his client. The respondent's proper remedy was to ask for the petition to be dismissed, and file a fresh petition against him. This was in accord with the facts and decision in the case of *Clarke* v. *Clarke* (1891, P. 278). The position would be different if the husband was the respondent.

Bargrave Deane, J., said that he was not bound by the case cited, which he doubted to be correct. He was not satisfied that the petitioner could not find the security ordered, and therefore the writ of attachment would issue, but lie in the office for ten days. The wife would have the costs of the motion. Leave to appeal was granted on the solicitor for the petitioner undertaking to bring £30 into court.—Counsel, *Bayford*, for respondent; *H. G. Booth*, for petitioner. Solicitors, *P. Robinson & Co.; S. Y. Tilley.*

[Reported by Digby Cotes-Preedy, Barrister-at-Law.]

CASES OF LAST SITTINGS

House of Lords.

THE "DEVONSHIRE." 19th July.

Ship—Collision—Tug and Tow—Collision between Tug and Other Vessel—"Both to Blame" Rule.

A barge, while being towed by a tug which had complete control of the navigation, suffered collision from a third vessel owing to the joint negligence of the tug and the third vessel.

Held, that there was no Admiralty rule in force which entitled the defendants to say that the plaintiffs could only recover a moiety of the damage they suffered by the collision, and that the plaintiffs were entitled to recover the whole of their loss from the defendants.

Decision of Court of Appeal (Vaughan Williams, L.J., *dissenting*) 56 Solicitors' Journal 140; 1912, P. 21) *affirmed.*

This was an appeal by the defendants the owners of the s.s. *Devonshire* from a decree of the President confirmed by an order of the Court of Appeal. The case raised an important question as to whether, when a barge, while being towed by a tug which had complete control of the navigation, suffered collision from a third vessel owing to the joint negligence of the tug and third vessel, the barge owner could claim the whole of the damages and costs from either of the vessels in default, as the court below held he was entitled to do; or must proceed against each for a moiety only of the damage sustained.

The House having taken time for consideration delivered judgment dismissing the appeal.

Lord Haldane, C. (after stating the facts), said: The defendants had appealed to this House against an order of the majority of the Court of Appeal. They accepted the decision on the facts of the judge of first instance, and their appeal was confined to the question of law, whether, under the circumstances, they ought to have been condemned in the whole of the damages or merely in half. Shortly stated, their case was that the tug as well as *The Devonshire* having been found to be in fault, the Admiralty rule as to division of loss applied, and *The Devonshire*, as one only of two delinquents, was liable for merely a half of the damage. They contended further, that the owners of the tow, having committed its navigation to the tug, could not be treated as though the tow was in the position of a wholly innocent ship, and, at all events, could not be in a better position than the owner of cargo on board a ship which was partly to blame, such owner being, they said, precluded from recovering more than half the damage to his cargo from the owners of the other delinquent ship. The questions thus raised to some extent involved consideration of the principles which governed the relations of the Admiralty Court jurisdiction to that of the common law. For by the common law, if the respondents were entitled to succeed, they would plainly be entitled to recover the whole of the damages, and this right could be cut down only by shewing that there existed an Admiralty rule which displaced it. After referring to the successive steps leading up to the establishment of the Admiralty rule, his lordship said that by section 16 of the Act of 1873 the jurisdiction of the High Court of Admiralty was transferred to the new High Court of Justice, and the effect of section 24 (6) was to bind this Court to give effect to all rights and duties existing by custom, as did those under Admiralty law. Section 25 (9), which was an important section for the purposes of this appeal, however, enacted that in any cause or proceeding for damages arising out of a collision between two ships, if both ships should be found to be in fault, the rules hitherto in force in the Court of Admiralty, so far as they had been at variance with the rules in force in the Courts of Common Law, should prevail. It seemed clear that by Admiralty law the whole of the damage to an innocent ship by collision could be recovered if the party defendant was exclusively to blame, and that whether his proceedings were in ren or personam. If, however, the owner of one ship brought an action against the owner of another for damage by collision, and both the plaintiff and defendant ships were found to blame, the party proceeding recovered only a moiety of the damage. His Lordship then referred to the doctrine in the *Milan case*, decided by Dr. Lushington, in 1861, and the case of *The Quickstep* (15 P. D. 196), and said that he had come to the conclusion that the appellants had failed to shew that there was a rule in force in the Court of Admiralty that the owners of an innocent ship could not recover the whole of the damage she had sustained against one or two ships both to blame for a collision with her. Apart from section 25 (9) of the Judicature Act, 1873, he was therefore of opinion that the respondents were entitled to succeed. He moved that the appeal should be dismissed, with costs.

Lord Atkinson read a long judgment to the same effect.

Lord Ashbourne agreed. There was nothing in the facts of this case to make the tow responsible for the navigation of the tug. This was not a question of law, but a question of fact, to be determined in each case on its own circumstances. When the tow was not at fault where could any rule be found that precluded her from recovering more than half her damage from *The Devonshire*, simply because another ship, the tug, was also guilty? He could see no ground for extending to the *Leslie* the analogy of cargo on board a ship to blame. The appellants were really seeking to go beyond the rules of the common law as amended by section 25 of the Judicature Act, and to make a new rule for which he could see no justification and no jurisdiction.

Lord Halsbury and Lord Macnaghten concurred, and the appeal was therefore dismissed with costs.—Counsel, for the appellants, *Leslie Scott*, K.C., and *Dawson Millar*; for the respondents, *Bailhache*, K.C., and *Stephens*. Solicitors, *Pritchard & Sons; A. Bright & Sons.*

[Reported by Erskine Reid, Barrister-at-Law.]

Judicial Committee of the Privy Council.

THE BARNARD-ARGUE-ROTH-STEARNS OIL AND GAS CO. (LIM.) AND OTHERS *v.* **FARQUHARSON.** 18th and 31st July.

"Minerals"—Reservation to Grantor—Springs of Oil—"Natural Gas"—Product of no Commercial Value at date of Deed—Intention of the Parties.

In 1867 a Canadian company granted all its interest in certain land in Ontario to one F., "excepting and reserving to the said company, their successors and assigns, all mines and quarries of metals and minerals and all springs of oil in or under the said land, whether already discovered or not, with liberty to" go on the said land to

work the same. F. claimed the right to take "natural gas" which was found in certain substrata of the land conveyed.

Held, that although the term "minerals" would, as contended by the appellant company, in its wide sense, include "natural gas"—as it could not come within the category of either an animal or vegetable commodity—yet that as, at the date of the conveyance, natural gas was unknown as a commercial product, it could not be assumed to have been the intention of the parties that they used the term minerals in its widest sense, so as to include in the reservation not only a valuable subject of property, but also what was then a worthless product.

Appeal by the defendants, the Barnard-Argue-Roth-Stearns Oil and Gas Company (Limited), the Alexandra Oil and Development Company (Limited), and the Canada Company from a judgment of the Court of Appeal for Ontario. The respondent Farquharson is the owner of certain lands granted to his predecessor in title in fee simple by the Canada Company in 1867. By the conveyance the company conveyed to the grantee a certain area of land "and all the rights, title, and interest of the Canada Company to and in the same and every part thereof . . . excepting and preserving to the said company, their successors and assigns, all mines and quarries of minerals, springs of oil in or under the said land, whether already discovered or not, with liberty . . . to and for the said company . . . to search for, work, win and carry away the same, making reasonable compensation for all damage actually occasioned." The appellants, the Oil and Gas Company, Limited, and the Oil and Development Company became the lessees, or licensees, of the Canada Company of the oil and natural gas in and under the lands conveyed by the deed of 1867, and they won and carried away oil and natural gas, and are still so working. The action was, therefore, commenced by the present respondent for damages and an injunction. The Court of First Instance was in favour of the plaintiff, and the judgment negatived the rights of the company so far as concerned the natural gas, but gave the plaintiff no relief so far as concerned the oil. The plaintiff did not appeal from that judgment, and it was, therefore, the right of the companies to the natural gas which alone was in question on the appeal. The Court of Appeal by four to one decided against the companies, who thereupon appealed. For the appellants it was contended that the meaning of the words in the conveyance "mines and minerals" was a question of fact (*North British Railway Co.* v. *Budhill Coal Co.* (54 SOLICITORS' JOURNAL, 79; 1910, A. C. 116). Natural gas was at the date of the deed to Farquharson, and still was, an exceptional mineral, and an essential part of every spring of oil in the Province of Ontario. It, therefore, was not intended to pass to the grantee on the principle laid down in *Great Western Railway Co.* v. *Carpalla* (54 SOLICITORS' JOURNAL, 151; 1910. A. C. 116), and *Caledonian Railway Co.* v. *Glenboig Union* (55 SOLICITORS' JOURNAL; 1911, A.C. 290).

The arguments were heard before a Board consisting of Lord HALDANE, L.C., Lords MACNAGHTEN, ATKINSON, and Sir CHAS. FITZPATRICK, and judgment was reserved.

Lord ATKINSON, who read the judgment of the Committee, said the decision turned solely on the true construction of the excepting clause. Did it or did it not except from the grant natural gas which impregnated certain underlying strata of these lands. Having regard to the time when the instrument was executed, and to the fact that it was not until 1890, or more than twenty years afterwards, that natural gas became recognised as a commercial product, he thought that the term "minerals" was not used in the wide sense in which it might properly include "natural gas." No doubt, in one sense, natural gas was, as rock oil was, a mineral, because it was neither an animal nor a vegetable product, and all substances to be found on, in, or under the earth must be included in one or other of the three categories, animal, vegetable or mineral. In their lordships' opinion it was not necessary to attempt to define "minerals." It was sufficient for the decision of this case to say they did not think that, in the attempt to exclude from the grant and preserve to the granting company what was then esteemed a valuable subject of property, and believed to be in the soil then parted with—namely, oil—a term was used which in its wide sense might cover this then worthless produce—natural gas. In their opinion the appeal failed, and should be dismissed with costs, and they would humbly advise His Majesty accordingly.—COUNSEL, for the appellants, *Sir Robert Finlay*, K.C., *Hellmuth*, K.C. (Canadian Bar), and *Rowlatt*; for the respondents, *Danckwerts*, K.C., and *McInnes*, K.C. (Canadian Bar). SOLICITORS, *Freshfields, Blake, & Redden.*

[Reported by ESKYNE REID, Barrister-at-Law.]

Court of Appeal.

TOTTENHAM URBAN DISTRICT COUNCIL *v.* ROWLEY. No. 2. 9th and 16th July.

HIGHWAY—DEDICATION—RIGHTS OF ADJOINING OWNERS IN HIGHWAY.

Where a street has been laid out, but only made up on one side, there can be no dedication of the side made up, apart from the other. Evidence of dedication of one side proves dedication of the whole.

The owner of land adjoining a highway is entitled to enter upon it for the purpose of using it at any point and to cross the footpath with vehicles so long as he does so without unreasonably interfering with the right of foot passengers to walk along the footpath.

Decision of Joyce, J. (ante, *p.* 357) *affirmed.*

In 1905 the plaintiffs approved plans deposited with them by the defendant for laying out his building estate, and the defendant duly carried out the same. The part of Keston-road which runs east and west has vacant land belonging to the plaintiffs on the north side, separated from the road by a wooden fence. On the south side are buildings belonging to the defendant, who has made up the adjoining half of the road, and has requested the plaintiffs, as adjacent owners, to make up the other half, but refused their proposal to make a gravel instead of a paved footway. The road connects two public roads, and Joyce, J., found as a fact that the unmetalled half had been used by the public as much as was necessary for the enjoyment of the metalled half, and that the whole road had been dedicated and used accordingly. The plaintiffs have recently made an opening through this fence and entered on the road with carts and vehicles, and Joyce, J., at the trial held them entitled to do so, hence the present appeal.

COZENS-HARDY, M.R.—The general principle has not been questioned that the owner of land abutting on a highway has a right to get upon the highway from his land; but it is urged that part of Keston-road is not a highway at all, or, at least, that the northern half is not a highway. The defendant says, and with truth, that the mere intention indicated by depositing plans to make a highway is not sufficient by itself to establish that his intention has been carried into effect. The judge has, however, found a dedication of the whole road, and I do not think we should be justified in interfering with that finding on the evidence. On the appeal the defendant only challenged the finding so far as regards the northern half, but I am unable to follow this. There must be a dedication of the whole or none. Another point made was that the plan shewed a footpath along the northern side. There is at present no footpath, but in any case the owner of adjoining land is entitled to gain access to the highway. It is a right to be exercised reasonably so as not to interfere with the rights of the public. The plaintiffs are entitled to a reasonable extent and at reasonable times to cross the footpath, which is a different thing from driving along the footpath. Any other view would lead to absurd consequences. Cannot the owner of a suburban villa cross the path on a bicycle or drive his pony-trap up to the stable at the side of his house? In my opinion the rights of the public are subject to reasonable exercise by adjacent owners of their private rights. It is not open to the defendant to say: "I intended to dedicate to the public without giving any rights to adjoining owners." Such a qualified dedication, if it be possible in law, which I doubt, must be established by clear evidence, and no such evidence is forthcoming in the present case.

FARWELL, L.J., in concurring, said it would be absurd to impute to the defendant an intention to dedicate only the southern half of the road, and quoted with approval the words of Chambers, J., in *Woodyer* v. *Hadden* (5 Taunt., at p. 136), when he says: If the act of dedication be unequivocal, it may take place immediately; for instance, if a man builds a double row of houses opening into an ancient street at each end, making a street, and sells or lets the houses, that is instantly a highway. It was said at the bar, just hinted at, but not relied on, that there could be no highway in a *cul de sac*, and that supposing there might be, there was in the present case no evidence of dedication. Now this is in a large town; the inconvenience of making it a private right of way attached to single houses in a *cul de sac* would be very great indeed. If it be such everyone who goes into this street is a trespasser, unless he goes as servant to the occupier of one of the houses.

KENNEDY, L.J., concurred, and the appeal was dismissed.—COUNSEL, *Younger*, K.C., and *Scholefield*: *Macmorran*, K.C., and *Cartwright-Sharpe*. SOLICITORS, *H. E. & W. Bury; Howard & Shelton.*

[Reported by F. GUERNAR SMITH, Barrister-at-Law.]

High Court—King's Bench Division.

WILLIAM PICKERSGILL & SONS (LIM.) *v.* LONDON AND PROVINCIAL GENERAL ASSURANCE CO. (LIM.). SAME *v.* OCEAN MARINE INSURANCE CO. (LIM.). Hamilton, J. 30th July.

INSURANCE (MARINE)—POLICY—ASSIGNMENT OF—CONCEALMENT OF MATERIAL FACTS BY ORIGINAL ASSURED—WHETHER AVAILABLE AGAINST INNOCENT ASSIGNEE—MARINE INSURANCE ACT, 1906 (6 ED. 7, C. 41), S. 50 (2).

Underwriters are entitled under section 50 (2) *of the Marine Insurance Act*, 1906, *to set up as against innocent assignees the defence of concealment of material facts on the part of the original assured.*

In these cases the plaintiffs claimed in respect of a total loss under policies of marine insurance on the s.s. *British Standard*, which were subscribed by the defendants. The plaintiffs were shipbuilders at Sunderland, and on the 16th of September, 1909, contracted with T. Bunn, Son, & Co., of Cardiff, to build a ship for the sum of £32,500, £6,000 payable by instalments on or before delivery, the balance to be paid by approved acceptances. By way of security the purchasers agreed to execute a mortgage of the vessel, and took over an assign-

ment of policies of insurance upon the steamer. T. Bunn, Son, & Co. then formed a company called the British Standard Steamship Co., to acquire and work the steamer, they being the managing owners, and on the 16th of April, 1910, they executed a statutory mortgage of the steamer to the plaintiffs to secure the amount due to them, and also executed a deed of covenant by which they covenanted to endorse and deliver to the mortgagees all and every policy of insurance effected on and in respect of the steamer. The company instructed Gardner, Mountain, & Co. to effect various insurances in respect of the ship, and on the 22nd of April, 1910, a policy of marine insurance on the ship was subscribed by the first-named defendants for £1,698 upon hull and materials valued at £20,000, and machinery and boilers valued at £12,000, and the usual perils were insured against. The policy subscribed by the second-named defendants was in similar terms and for a like amount. Other policies on hull and machinery were effected of the total amount of £32,000. Gardner, Mountain, & Co. also effected on behalf of the company insurances for £8,000 on freight, £5,500 on disbursements, and £3,300 on premiums, and these insurances were disclosed when the policies on hull and machinery were being effected. Bunn, Son, & Co. also effected other policies of insurance with defendants for £6,500 on disbursements and management, but this fact was not disclosed when the policies in question were effected. On the 14th of April, 1910, Gardner, Mountain, & Co., at the request of the company, informed the plaintiffs that the vessel was covered to the extent of £32,000, and that they held the policies at the plaintiff's disposal. On the 25th of May, 1910, *The British Standard* was lost while on a voyage from Cardiff to Rio Janeiro, and the company brought an action against the World Marine Insurance Company upon a policy, but Hamilton, J., held that the policy was voidable by the defendants by reason of the fact that Bunn, Son, & Co. had concealed the fact that they had effected insurances with defendants for £6,500 on disbursements, in addition to those effected through Gardner, Mountain, & Co. It was contended on behalf of the plaintiffs that the defence of concealment did not arise "out of the contract" within the meaning of section 50 (2) of the Marine Insurance Act, 1906, and that although a policy of marine insurance might be voidable against the original assured on the ground of concealment, yet it did not follow that it was voidable as against an innocent assignee, and that point was left open in *The Gunford* (1911, A. C., at p. 544). It was argued on behalf of the defendants that there was an implication in all contracts of marine insurance that there should be full disclosure of material facts.

HAMILTON, J., in the course of his judgment, said there had been a concealment of highly material facts—namely, that there was a very large over-insurance on disbursements, and the question was whether under the circumstances of the case that was an answer to the present claim by the builders of the vessel. The policy in question was not formally assigned to the plaintiffs, but the brokers who had possession of it undertook by direction of the company to hold it for the plaintiffs, and it was argued that the defence of concealment, which would have been good against the assignors, was not available against the assignees. In his opinion, if he were to exclude the defendants from raising that defence, it would revolutionize the position of underwriters and entirely shake the basis upon which their business was done, which was that they were entitled to rely upon proper disclosures and true representations being made when the policy was negotiated. It was contended that section 50 (2) of the Marine Insurance Act, 1906, expressed the whole of the conditions under which, and under which alone, a defendant defending himself against the assignee of a policy was entitled to set up a defence. If by the insertion in the section of the words "arising out of the contract" (which were not in section 1 of the Policies of Marine Insurance Act, 1868), the Legislature intended to deprive underwriters of the right to set up concealment against an assignee, and leave them with their remedy against the assignor, it enacted in a codifying Act a drastic and far-reaching alteration in the law of insurance. He thought quite adequate effect was given to the intention of the Legislature by referring to the decision in 1879 in *Pellas* v. *Neptune Marine Insurance Co.* (5 C. P. D. 34). Furthermore, the words in section 50 (2) were "arising out of the contract," and he thought he was bound by the decision of the Court of Appeal in *Blackhorn* v. *Vigors* (17 Q. B. D. 553) and of the House of Lords in the same case (12 A. C. 531), and particularly the judgment of Lord Watson at page 539, to hold that the rule imposing an obligation to disclose upon an intending assured did not rest upon a general principle of common law, but arose out of an implied condition contained in the contract itself, and therefore the defence that that condition had not been performed whereby the underwriters were entitled to avoid the policy was itself a defence which arose out of the contract, not, it was true, out of the written words, but out of the contract, because a condition implied in the contract had not been performed. If that were so, it was not necessary to consider at length the alternative position that the defence of concealment was not available as against an innocent assignee for value of the policy itself. In his opinion, there was nothing in the language of the policy to indicate an intention that it was to be assignable free from the equities in favour of the underwriters, nor was there anything in the nature of the transaction to lend colour to the suggestion that *quasi* negotiability attached to the instrument. The result was that there would be judgment for the defendants in both actions.—COUNSEL, *Bailhache*, K.C., and *Leck*; *Leslie Scott*, K.C., and *Mackinnon*. SOLICITORS, *Pritchard & Sons*, for *Simey & Riff*, Sunderland; *Waltons & Co.*

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

MOSLEY *v.* **KITSON.** Div. Court. 24th July.

COUNTY COURT—PRACTICE—AGREEMENT TO PAY COSTS—BILL OF COSTS UNTAXED—POWER TO SUE UPON—SOLICITORS ACT, 1843 (6 & 7 VICT., C. 73), SS. 37, 38 AND 41.

The plaintiff and the defendant by an agreement contracted, inter alia, *that the defendant should pay certain costs to the plaintiff. The defendant's solicitors sent in the bill to the plaintiff, who paid it, but as to a part of it under protest, stating that the agreement did not cover certain items, for the recovery of which she subsequently brought an action in the county court. The defendant put in a special defence to the effect that as the plaintiff had not taken any steps to tax the bill pursuant to the Solicitors Act,* 1843, *sections* 37, 38 *and* 41, *the action was not maintainable. The county court judge upheld this view, and refused to try the action.*

Held, that he was wrong, and that he had jurisdiction to try the action.

This was an appeal from a decision of his honour Judge Woodfall, sitting at the Westminster County Court. By an agreement, dated the 17th of August, 1911, the Hon. Emily Kitson agreed to purchase certain leasehold premises, free of incumbrances, from Lady Constance Mosley. Lady Mosley's title was subject to a mortgage, and the deed of re-conveyance could not be executed in time for completion. On the 4th of September the parties agreed as follows:—The assignment was executed, and Miss Kitson went into possession, having deposited the purchase money with a firm of bankers, with the direction to pay it over to Lady Mosley as soon as the re-assignment of the mortgage had been completed. Under the said mortgage a sinking fund had been created, and Lady Mosley agreed that the whole of the said fund should be applied towards the redemption of the mortgage. Lady Mosley agreed to give seven days' notice before any attempt was made to deal with the sinking fund. Lady Mosley agreed to indemnify and keep indemnified Miss Kitson, her executors, administrators and assigns, and the said leasehold premises from and against the said mortgage, and all moneys thereby secured, and all claims, costs and expenses thereunder or in respect thereof or in respect of the re-conveyance, or which might be incurred by Miss Kitson with reference thereto. Miss Kitson's solicitors made out and sent in a bill of costs amounting to £8 10s. 3d., which included £5 0s. 11d., the costs of a *distringas* put on the said sinking fund. Lady Mosley paid the whole of the bill, but as to the £5 0s. 11d. under protest, and she then sued Miss Kitson for the return of the £5 0s. 11d. The defendant entered a special defence that, as the plaintiff had not taken any steps to tax the said bill of costs pursuant to the Solicitors Act, 1843 (6 & 7 Vict., c. 73), sections 37, 38 and 41, the action was not maintainable. His honour Judge Woodfall gave effect to this defence, and refused to hear the action and to construe the agreement, entering judgment for the defendant. The plaintiff appealed, contending that the decision of the learned judge that the agreement must be construed by a taxing master was wrong, and that he had jurisdiction to try the case. The plaintiff did not challenge the amount of the £5 0s. 11d. if she was liable under the agreement to pay any of it. *Re Hirst and Capes* (1908, 1 K. B., at p. 994) was referred to.

CHANNELL, J.—In our opinion this is a clear case. The learned county court judge must in some way or other have misapprehended the effect of the case of *In re Hirst and Capes* (1908, 1 K. B. 982). The action was brought to recover a sum of money paid under protest. The two parties to the action had made an agreement as to costs of the assignment of a house, by the terms of which one was to have possession before the re-assignment of a mortgage had been completed. The defendant was entitled to certain costs under the agreement from the plaintiff. The solicitor of the defendant, in the ordinary course, without taxing the bill, sent it direct to the plaintiff. The plaintiff did not complain at all the items. She said that the bill included the costs of a particular matter with which, on the construction she put on the agreement, the defendant was not entitled to charge her; but she paid it under protest, and she afterwards brought an action to recover it from the defendant. Objection was taken that the only tribunal before which the matter could come was that of the taxing master. Reference was made to section 38 of the Solicitors Act, 1843, and it was said that by its terms exclusive jurisdiction was given to the taxing master and the case of *Re Hirst and Capes* (*ubi sup.*) was cited as an authority. If examined with care it will be seen that this case has no application to the facts before the court. It was assumed throughout that case that the matter there in issue might have been brought into court by means of an action. The question there was whether the taxing master could deal with the matter, and the court came to the conclusion that a taxing master could, when dealing with one of these bills of costs delivered to a third party chargeable, decide any question which arose incidentally as to the construction of the agreement under which the third party became liable. It was decided that the taxing master had jurisdiction to decide such questions, and that it was not an answer to an application to tax such a bill to say that it was not the subject of the agreement between the parties. A further contention was raised that the power to direct taxation was a discretionary power; whether the court would exercise it depended on their opinion as to the most convenient course. It is clear from that case that the taxing master has no exclusive jurisdiction; the county court judge here might have decided the main matter in issue between the parties, leaving over any question of *quantum* which he had not power to decide himself. So we can only come to the conclusion that the learned county court judge

was wrong in holding that the taxing master had exclusive jurisdiction of this matter, and that therefore the statutory defence that had been raised should succeed. The appeal therefore will be allowed, and there must be a new trial.

PHILLIMORE, J.—I agree.—COUNSEL, for the appellant, *Basil Watson;* for the respondent, *Frank Enness.* SOLICITORS, *Oliver, Richards, & Parker; Collyer-Bristow & Co.*

[Reported by C. G. MORAN, Barrister-at-Law.]

Societies.

The Law Society.

TRADE-MARK RIGHTS BY PRIORITY OF USER.

The following paper was read at the recent provincial meeting of the Law Society by Mr. M. J. RILEY, LL.B., Manchester :—

The subject of trade-mark rights gained by priority of user, apart from registration, has for some years been brought prominently to the notice of our own and other Governments, and also of international conferences and congresses for the protection of industrial property. This arises in part from the activities of our great commercial rivals, Germany, France, the United States of America, and Japan, whose Governments and chambers of commerce are keenly alive to the supremely important part played in the world's commerce by trade-marks, and are much engaged in legislation on the subject, not always to the advantage of British traders. When the first Trade-Marks Act was passed in 1875, the administration of it was put in the hands of the Commissioners of Patents. Trade-marks were looked on as a kind of poor sister of patents—a curious position, for while it would be difficult to point to many patents worth £10,000, trade-marks of that value can probably be counted by hundreds. Moreover, there resulted two principal inconveniences. It came to be thought (1) that the law of patents had some similarity to the law of trade-marks, and (2) that persons highly skilled in patent matters and known as patent agents were the most competent to deal with trade-mark matters. The second misconception led to the almost complete exclusion of solicitors from a valuable branch of business, which was entirely within their province, and which it is now very difficult—if not impracticable—to regain. The first misconception gave rise to results which have been far-reaching; for it led other States to legislate for trade-marks as if they were patents, and on the footing that registration was the sole and sufficient reason for their protection.

The notion of user before registration (destructive in the case of patents) was given no effect to when registration of trade-marks came to be considered. Yet it was a factor of prime importance; for I shall seek to show that a trade-mark being a mark put on goods by A for the purpose of indicating to the public that they are A's goods and not B's, the essence of the matter lies in the extended user of the mark, and in an extensive knowledge of it by the public; while the fact of registration, useful it may be as machinery, has no place at all when the question comes up for decision whose goods, in a given market, the mark does indicate to the public, or to the trade as a portion of the public. A trade-mark is the mark of trade of a particular person in particular goods. There can be no user of a mark as a "trade-mark" until it has been applied to goods by the person engaged in the trade in such goods who desires that the mark shall be recognised by the public as denoting his goods. In order, therefore, to convert a "mark" into a "trade-mark" it must first be identified by members of the public with some particular goods of that person. It cannot be so identified until it has been used upon such goods by him in the course of his trade. This conception of a trade-mark and of its office leads to the conclusion that public user is of necessity the fundamental condition of ownership of a trade-mark; and, furthermore, that it is user, and not a merely statutory registration, which forms the real title to the proprietorship. Lawyers who practise in Manchester have known for many years that in the cotton trade it has long been recognised that priority of user in the markets in which a trade-mark is used constitutes the foundation of exclusive ownership of a trade-mark in those markets, whether it be registered or unregistered. The result of this doctrine has been that in cases of the introduction into a market of a trade-mark which is considered to conflict with a mark already established there, is has ever been the practice in the cotton trade to decide the question of right solely by the test of priority of user in the market where the conflict arises. British and foreign houses alike recognise the principle, and act upon it in settling their trade-mark disputes, in whatever quarter of the globe they arise. Such disputes are very numerous. They are usually referred home to Manchester; and so thoroughly is the principle accepted by the cotton trade at home and abroad that nearly all are settled without litigation.

The validity of title by priority of user was not, however, always recognised, even in the cotton trade. For many years after the passing of the Trade-Marks Registration Act of 1875 there was an idea that unless a mark were registered its value was insignificant. It was thought that the statutory title conferred by registration was so much higher than the title to an unregistered mark as practically to overwhelm the value of the latter. And it is, of course, true that a registered mark has this advantage over an unregistered one, that the fact of registration (so long as it is unchallenged) is the sole proof

required to establish the exclusive statutory title of the registered proprietor, while on the other hand, in the case of an unregistered mark, the proprietor always was, and still is, obliged to prove his title by evidence, whenever the occasion to support or defend it arises. In time, however, it began to be seen that registration was, in truth, only the official recognition of ownership, and was liable to be displaced in favour of someone who could show a better title by prior user. It was also seen that, although the fact of registration simplified the legal proof of title to a mark—always presuming that the registration itself was not challenged, which it often was—yet that the property in an unregistered mark was equally good if the title were duly proved by evidence. It was accordingly perceived that, in cases of conflict between the proprietor of a registered mark and the proprietor of an unregistered one, it was not enough for the registered proprietor to rely solely upon his registration. He must further be prepared to prove his priority of user; for if priority of user were proved by his adversary, then, by reason of that priority the rights of the proprietor of the unregistered mark would prevail over the merely statutory title conferred by registration.

Lord Herschell's Clause.

A highly important result which flowed from these considerations was the insertion in the Merchandise Marks Act, 1887, of a famous provision, since known as "Lord Herschell's clause." This clause was framed by Lord Herschell and Lord Macnaghten in consultation with trade-mark experts from the Manchester Chamber of Commerce, and was drafted for the express purpose of preventing fraudulent imitation of the elements composing the very complex "combination marks" in use in the cotton trade. It is, however, equally applicable to all trades. It was there enacted that the penal provisions of the Act should "extend to the application to goods of any such figures, words, or marks, or arrangement or combination thereof, whether including a trade-mark or not"—meaning (by definition in the Act) a *registered* trade-mark—"as are reasonably calculated to lead persons to believe that the goods are the manufacture or merchandise of some person other than the person whose manufacture or merchandise they really are." The effect of this enactment was to dethrone a registered trade-mark from any higher position which it might be considered to enjoy by virtue of registration, and for the purposes of the Act to place all trade-marks—whether registered or not—on the same level as regards title, making that question dependent upon proof of priority of user in the particular market where the conflicting marks are used, and making that priority the sole test of the question at issue between the prosecutor and the defendant.

Lord Herschell's clause has proved the simplest and by far the most potent of all legal weapons to prevent the infringement of cotton marks, especially in foreign markets. It has been largely utilised by owners of such marks, and many successful prosecutions have been instituted under it in Manchester. To give an illustration: A is a Manchester shipper of cotton goods, and the proprietor of a registered trade-mark for cotton piece goods of all kinds. B is a Manchester shipper of similar goods, and the proprietor of an unregistered trade-mark identical with, or very closely resembling, A's registered mark. A ships regularly to South America; B ships regularly to India. There has consequently been no clashing between the two marks in the respective markets. A determines to ship to India. His goods, on arrival at the port of entry, are stopped by the Customs House Officials (acting under the provisions of the Indian Merchandise Marks Act) upon the ground that the trade-mark they bear so nearly resembles B's trade-mark as to be calculated to deceive. B prosecutes A in Manchester, or in India, under the provisions of the Herschell clause. B's case is that he alone has used the mark in question for India, that he has used it for a certain number of years, that it has long identified his goods in the Indian markets, and that A never before shipped goods to India under his own (A's) mark. A proves his registration, and contends that by virtue of it he is entitled to use his registered mark upon cotton piece goods shipped to any part of the world. Upon these facts the sole question under the Herschell clause is, whether the application of A's mark to goods shipped to India is reasonably calculated to lead persons to believe that the goods are the merchandise of B. If the Court is satisfied that this is so, then A is convicted, in spite of his registration, unless he can prove that he acted without intent to defraud.

The Indian Merchandise Marks Act contains a clause framed in practically the same terms as the Herschell clause. The administration of that Act is most rigorously enforced by the Indian Government. When a trader in India finds that goods are being imported under a trade-mark which infringes his own established mark, the Custom House authorities will, upon an indemnity or security given by the trader, stop the goods bearing the offending mark at the port of entry, and will not allow them to go out of the Custom House until the offending mark has been removed, or until the disputed question concerning the trade-mark has been settled. Instances of these stoppages are of frequent occurrence. Traders in India are so thoroughly satisfied with the protection afforded to their trade-marks by means of their Merchandise Marks Act, and by their Common Law rights, that they prefer to do without any law of trade-mark registration; and it is the fact that there is no law of registration of trade-marks in India. In the cases of conflict of trade-marks in India such as above described, the parties and the authorities alike disregard the question whether one or other of the marks is registered, either in England or elsewhere; they concern themselves solely with the question of priority of user in the Indian markets. In the Manchester cotton trade the same view is taken, and has been taken and insisted on ever since the Merchandise Marks Act was passed, namely, that the sole test of ownership is priority of user, and that registration is quite a separate affair so far as proof of right or title is concerned, and is relatively insignificant. The Herschell Clause is inserted in the Merchandise Marks Acts or Trade-Marks Acts of nearly all the British Dominions: so that throughout the British Empire wheresoever that clause applies, the main question, in cases relating to imitation of trade-marks, now turns upon priority of user in the markets in which the imitation has arisen, apart from any question of registration. It would be a sound policy in the interests of trade-mark owners all over the globe to make the principle of the Herschell clause one of universal application. This could be done either by the enactment in different countries of a law in equivalent terms to that clause, or else by International Agreements declaring that the test of title shall be priority of user in the market. The principle has now been so far recognised by our own Government, that in the pending negotiations between them and one of our great trade rivals for a Convention for the mutual protection of each other's trade-marks, they have made it a main object to obtain the insertion of a clause to the effect that all disputes arising as to the right to use a trade-mark shall be decided solely on the ground of priority of user in the country in which the trade-mark is used.

International Conferences and Congresses.

This question of trade-mark rights by priority of user has been frequently discussed at international conferences and congresses. At the Washington Conference of 1911 for the Revision of the Paris Convention for the Protection of Industrial Property, Great Britain proposed to add to Article X. of the Convention a provision in the precise terms of the Herschell clause. The British Government delegation pointed out that their purpose was to establish effective protection against a particularly harmful form of unfair competition in such countries as had insufficient provisions on the subject. The proposal met with general approval, but objections were raised, and it was not passed. At the Congress of the International Association for the Protection of Industrial Property held in London last June, where I had the honour of representing the Manchester Chamber of Commerce on the subject of trade-marks, a number of papers were contributed on the question of "Rights by Priority of User," and a full debate ensued. The result was that certain proposals on the subject were put forward which came nearly into line with those advocated by the Manchester Chamber, and ultimately a form of resolution was drawn up which ran as follows:—"The Congress expresses the desire that in every country any distinctive sign which is recognised in trade as distinguishing the products of a manufacturer or merchant should be protected, independently of any registration, against any unfair competition, that is to say, against any use which is liable to create confusion in the minds of the public." This resolution was put to the vote and carried by 42 votes to 2. Another resolution was passed unanimously in the following terms:—"The subject or citizen of a State of the Union who has first used any distinctive sign in any State of the Union in such a manner that is recognised in trade as distinguishing his goods, may, if another has subsequently obtained registration in that State, nevertheless continue to use the distinctive sign, so far as the conditions of fair competition allow." It will be seen that these resolutions, though stated in general terms, practically give expression to the now prevailing views in support of title by priority of user. The resolutions passed at these congresses are brought prominently to the notice of the several Governments of the countries represented, and in this manner questions dealing with legislation and procedure in relation to patents, trade-marks and designs become international and are kept well to the front. The Congress was presided over by Lord Alverstone and Sir John Fletcher Moulton. It was attended by 225 members from all parts of the globe, including representatives of the Governments of Great Britain and the British Dominions, France, Germany, Belgium, Austria, the United States of America, and five other States.

Title by Priority of User a Necessity for Great Britain.

It is peculiarly necessary for Great Britain to assert the principle of priority of user, because the majority of British trade-marks in use are, and always must be, not merely unregistered but unregistrable. In the three cotton classes 23, 24 and 25, there are over 80,000 marks on record in the Manchester Trade-Marks Office. The vast majority of these are unregistered and unregistrable, but all of them are quotable by the authorities against any new mark sent in for registration. One result of this is that, in consequence of the severe official search made by the Trade-Marks Office for the purpose of quoting conflicting marks that stand in the way of new applications, not more than one in twenty of the new marks sent in for cotton piece goods during recent years has been passed for registration. The number has been dwindling steadily to such an extent that in the years 1903 and 1904 only thirty-two and thirty-four were registered, while in 1910 they came down to fifteen, and in 1911 to fourteen. Traders are consequently discouraged against sending in applications, and it would appear, in fact, that the field for invention of new marks for cotton piece goods which will not conflict with one or more of those already on record is almost covered, and that the book of registration is practically closed. The necessity of finding some escape from this blockade showed itself long ago; and a practical way was found, by treating priority of user—apart from registration—as the governing factor of title in disputes over conflicting marks in the same markets. It is clear that the present system of registration is played out in the

case of marks for cotton goods; or, at any rate, requires complete alteration in the interests of that vast trade, in which we have an overwhelming predominance over other countries, and of which the export portion represents 27 per cent. of the total value of all exported goods of British manufacture.

It is not improbable that the difficulty in the way of obtaining registration may be making itself felt in others of the more crowded classes. The needs of our trade all over the world require that there should be a never-ceasing supply of new trade-marks adapted for all markets; yet few of them will be found capable of registration under our present system, or at any rate likely to secure it. This places us at a serious disadvantage in those countries where registration of a trade-mark by a foreigner is only allowed on condition of his producing a certificate of registration in the country of origin, and where consequently there is no legal protection for trade-marks that are unregistered at home. The rule tells more heavily against Great Britain and her traders and their trade-marks than against any other country, because of the continual necessity for introducing into our export trade marks which are unregistered or unregistrable at home, and which consequently can get no legal protection in those foreign countries where the rule applies. It should accordingly be an object of our Government and of our Law Courts to counteract this rule, so far as they can, by affording all possible facilities at home for the registration of British trade-marks—particularly of trade names, which, unfortunately and most unaccountably, are now being regularly refused—and to remove rather than support obstacles in the way of such registrations. Refusals of registration are generally signs of failure of the system, not of its success.

The initial difficulty of obtaining registration at home operates as a handicap abroad in our commercial competition with other countries who grant registration more easily, and whose traders consequently obtain registration in foreign countries with equal ease. In France, the system is to accept without search all marks sent in, and to give a certificate of deposit. There is no preliminary examination, no comparison with marks already deposited. The registering authorities take no responsibility; they will register any mark, leaving to the Law Courts the decision of any question of title between contending parties. There is much to be said in favour of this system, and it could easily be tried in the cotton classes, where relief is most urgently required, and where a practice of sending in marks, not expecting them to be registered, but merely to get a certificate of deposit, under the provisions of section 64 (12) of the Trade-Marks Act, 1905, is already made free use of. All rights under existing registrations could be preserved. Again, the very magnitude of our trade, and the correspondingly great number of our recorded marks, tell against us. For the number of trade-marks on record in other countries is much smaller than in England, and consequently there is less chance of finding conflicting marks to bar the way of the native trader when he sends in a new application, no matter how strict the system of search may be. The general result against the British trader is that the foreign competitor's mark which has secured registration in his own country, and also in the foreign country where the competing firms meet in a common market, enjoys protection in that market, while the British trader's mark which has been unable to obtain registration at home gets no protection in the same market, however well it may be known there.

These considerations serve to show that legal protection for British trade-marks cannot be allowed to depend on registration. The only other possible basis of protection is by adopting the principle of priority of user as the real foundation of title. This object has been already largely achieved in the manner above set forth, and it seems obviously desirable to obtain its universal recognition if possible. It is the law in some countries that registration is necessary in order to complete the legal title to the ownership of a trade-mark, and consequently that unless a trade-mark be duly registered, it cannot receive legal protection. That is not the law in this country, and never has been. No man's title to his trade-mark depends, in England, upon registration. The Courts refused to admit that the Trade-Marks Acts took away anyone's rights; and the cotton trade have always successfully maintained that unregistered marks are as good as registered ones, provided a sufficient title by user is established. Registration (when you can get it) is useful, because of the simplicity of proof of title which is accorded to a certificate of statutory registration. It is also useful for the purpose of showing the official recognition of title to the mark, and thus paving the way for obtaining registration in those foreign countries which insist on a certificate of registration in the country of origin. But it is user alone that forms the true foundation of the title.

Registration in Country of Origin should not be Required by Foreign Countries.

Some countries register the trade-marks of foreigners without requiring proof of registration in the country of origin. Among them are Great Britain and France; but the majority of States belonging to the International Convention insist upon production of a certificate of home registration as a condition precedent to allowing registration by themselves. It is submitted that this condition is unsound in principle, and it certainly works unfairly in practice. When a trade-mark is established in a foreign country by user, the owner ought to be entitled to legal protection of his trade-mark rights in that country, whether registration has or has not been effected in the country of origin. The first test of registrability of a trade-mark in the foreign country in which registration is applied for should be the proof of its user there. If the mark passes this test, then the question of allowing registration should be left to depend solely upon the application of that country's laws and regulations governing the registration of trade-marks, which ought *primâ facie* to be the same for foreigners as for nationals. The question whether the trade-mark is or is not registered in the country of origin is not relevant to the question whether it shall be admitted to registration in another country—has nothing to do with it.

It may very well be that a trade-mark which is not registrable in one country may be registrable in another. In England, for example, where the system of registration is carried out with great strictness, and where registration is only allowed after an exhaustive official search for conflicting marks, a mark sent in for registration is often found to be in such common use as not to permit of its registration by any one person; but the same mark when used by the same owner in another country may not be common there. In that case, if the proprietor satisfies the requirements of the local law in regard to registration of trade-marks, he ought to be allowed registration. He ought not to be debarred from the privilege merely because he has not been able to obtain registration in England, and consequently is unable to produce an English certificate. There is, moreover, a serious practical danger arising from the refusal to register a trade-mark in a foreign country merely for want of a certificate of registration in the country of origin. It becomes known that the refusal is owing to the fact that the proprietor of the mark has no registration in his own country, and consequently has been refused protection for it in the foreign country. This gives opportunity to some trader in that country to apply for registration of the mark there in his own name. Instances of such registrations are known to have occurred in various countries, and to have been followed up by the exclusion from those countries of the genuinely marked goods of the true proprietor of the trade-mark. These difficulties would disappear in any countries where it was made a rule to register foreign trade-marks upon their own intrinsic merits, subject only to the trade-mark laws and regulations laid down in each particular country, without requiring, as a necessary condition, proof of registration in the country of origin. They would also be overcome in any countries which mutually agreed that in cases of conflicting marks of each other's subjects in each other's country, the test of title should be priority of user in the market in which the conflicting marks are used.

Legislation Affecting Inebriates.

In the course of a paper on this subject, read at the recent meeting of the Law Society at Cardiff, by Mr. James W. Reid, London, after saying that he proposed to leave out of consideration inebriates who are guilty of crimes and offences in public, and to deal more particularly with the problem of the habitually or constantly intoxicated person who avoids coming under criminal jurisdiction, and after referring to the existing legislation and the Bill to further amend and consolidate the law, which was read a second time last session, and was sent on the 9th of July to a Standing Committee, he continued:—

On looking at the provisions of the Habitual Drunkards Act, 1879 (as amended by the Act of 1898), it will be seen that the habitual drunkard, desirous of being admitted into a retreat established under this Act, must apply in writing to the licensee of the retreat in a certain prescribed form. The application must state the time (not exceeding two years) during which the applicant undertakes to remain in the retreat, and must be accompanied by the statutory declaration of two persons that the applicant is an habitual drunkard within the meaning of the Act. The signature of the applicant must be attested by a justice of the peace, who must satisfy himself that the applicant is an habitual drunkard; and such justice must explain to the applicant the effect of his application for admission into a retreat, and of his reception therein. The justice must state in writing on the face of his attestation that the applicant understood the effect of his application for admission, and of his reception into the retreat. The applicant, after his admission into the retreat, shall not be entitled to leave it until the expiration of the term mentioned in his application. Now when we inquire into the failure of this provision, it is clear enough that the whole initiative is thrown upon the so-called habitual drunkard, who is not likely to take the initiative, and one cause of failure is that too serious a responsibility is thrown upon the justice in having to certify that the applicant understood the effect of being placed away in a retreat. In short, the unfortunate drunkard has to be persuaded or coerced into making a voluntary application for admission into a retreat, and, if he has been in any way coerced, that fact will come out when the magistrate is about to certify in the statutory form. No power has in the past been given for dealing with inebriates who were not law-breakers and who refused to enter a retreat. All three of the committees which have considered the subject have recommended that power to commit an inebriate to control in a retreat, on the application of friends, should be given to a properly constituted judicial authority; but, down to the time of writing this paper, Parliament has not seen fit to adopt any such recommendation.

After referring to the report of the Departmental Committee which reported in December, 1908, the reader continued:—

It is proposed by the Bill now before Parliament to follow somewhat the same kind of procedure with inebriates as that which has been in force for the detention of lunatics. Thus, under clause 5 of the present Bill "any relative or friend of an alleged inebriate and where a voluntary guardian" (to be explained later on) finds his powers insufficient,

"such guardian may make a private application by petition to a judicial authority for an order appointing a judicial guardian or committing him to a retreat. Provided that if the petition is not presented by a relative of the alleged inebriate, or by a voluntary guardian, it shall contain a statement of the reasons why the petition is not presented by a relative, and of the connection of the petitioner with the alleged inebriate, and the circumstances under which he presents the petition." A "judicial authority" is defined to be any judge of county courts, police or stipendiary magistrate, or specially appointed justice who is a judicial authority for the purposes of the Lunacy Act, 1890. Anyone who has had the misfortune to apply for a reception order in the case of a lunatic (not so found by inquisition) will recognise the similarity of the procedure. The Bill goes on to provide that the petition shall be accompanied by a medical certificate of the condition of the alleged inebriate, or by a certificate that the alleged inebriate has refused to submit himself to medical examination, and by a statutory declaration by the petitioner, and at least one other person, to the effect that the person against whom the order is proposed to be made is an inebriate within the meaning of the Act, and further that the judicial authority shall either visit the alleged inebriate or summon him to appear and show cause why an order should not be made against him. The proceedings shall (if desired by the alleged inebriate) be conducted in private, and if the judicial authority is satisfied that the alleged inebriate is an inebriate within the Act, the judicial authority shall endeavour to persuade him to take advantage voluntarily of such of the provisions of the Act as the judicial authority may think will meet the needs of the case. If the inebriate refuses to take advantage of such provisions, the judicial authority may make an order either appointing a judicial guardian or committing the inebriate to a retreat.

This brings us to the consideration of the scope of the present Bill in its attempt, in the first instance, to adopt milder methods than have before been attempted (which can be tried earlier in the career of the inebriate) and in then passing on to stronger measures in the event of failure of the milder methods. The first clause of the present Bill deals with voluntary action by an inebriate who, with the view to his own reformation, may either (a) enter into an undertaking to abstain from intoxicants; or (b) submit himself to the guardianship of a guardian; or (c) apply for admission into a retreat. The undertaking to abstain from intoxicants is to specify the period (not less than one year) during which the inebriate undertakes to abstain from intoxicants, and shall specify the consequences of a breach of the undertaking. The inebriate, failing to comply with the undertaking after having entered into it, will be liable to have an order for committal to a retreat made against him. A submission to the guardianship of a guardian, called a voluntary guardian, is to specify the period (not exceeding one year) for which the guardian is appointed; and this voluntary guardian is to have the following powers:—(a) To prescribe for the inebriate a place of residence; (b) to deprive the inebriate of intoxicants and to prevent him from obtaining them; (c) to warn persons dealing in intoxicants and other persons against supplying any intoxicant to the inebriate. If the voluntary guardianship should prove ineffective, the inebriate can apply for admission to a retreat under the same conditions which are now in force under the former Acts.

It will be seen that the scheme of the present Bill is to begin with voluntary action by the inebriate, if that be possible; and if the inebriate refuses to take advantage of all or any of these voluntary methods, or, having commenced on one of them, should fail to continue, or should prove uncontrollable by his guardian, he may be proceeded against under the compulsory powers of the Bill to which I have before alluded. It is obvious that the power of compulsory committal of the inebriate to a retreat, and the power to appoint a judicial guardian, will do away with the main difficulty which has in the past prevented any extensive use of the previous legislation. As was stated by the *British Medical Journal* in an excellent article in March last, "It is absurd to expect inebriates who do not realise their condition to commit themselves to control—such surrender requires an amount of moral courage, and an effort of will, that can hardly be expected of one who is acknowledged to be incapable of managing himself or his affairs." Of course, there will always be the objection of the sentimental faddist to any practical step which he characterises as possible interference with the liberty of the subject; and upon the second reading of the present Bill there was found a member who got up in his place in the House of Commons and said that in making attempts to rescue unfortunate drunkards they should beware how they "curtailed the liberties and rights of the people," which would sound as if the philanthropic sentimentalist would wish to protect the glorious liberty to get gloriously drunk.

One other incidental point, and I have done. The present Bill proposes to vest in the Secretary of State the power to grant a licence for a retreat, as well as the power of inspection and control and regulations for management, instead of leaving (as at present) the power to grant a licence in the hands of the local authorities. This is an improvement in removing the dual responsibility which has been found unsatisfactory in the past. The Bill, which contains a whole series of clauses, providing for inebriates guilty of offences, and for inebriate reformatories, and for the appointment of inspectors, is a bold attempt to deal with a very difficult subject in a complete and statesmanlike way. Whether the Government will realise the duty, which a member of the Departmental Committee urged upon them in the Commons on the 9th of July, remains to be seen. The member referred to pointed out that the Government ought to recognise that it could not go on putting further charges on local authorities for what was, after all, a national purpose.

The curse of drunkenness has been described by authors without number; but perhaps Shakespeare has succeeded in putting it in the most forcible words:—"Oh, that men should put an enemy in their mouths, to steal away their brains! That we should with joy, pleasance, revel, and applause transform ourselves into beasts."

United Law Society.

A meeting of the above society was held on Monday, 21st October, at 3, King's Bench Walk, Temple, E.C. Mr. J. Ball moved: "That the case of *Ball* v. *Hunt* (1912, 28 T.L.R. 428) was wrongly decided." Mr. S. E. Redfern opposed. The following gentlemen also spoke: Mr. C. P. Blackwell, Mr. R. Primrose, Mr. Cox Sinclair, Mr. Norman Aaron. The motion was lost by 2 votes.

The Union Society of London.

The first meeting of the 1912-1913 session was held on Wednesday evening, the 23rd of October, 1912, at the Inner Temple Lecture Hall, 3, King's Bench-walk. The chair was occupied by the president, Mr. George F. Kingham. The motion before the house was "That this house entirely disapproves of the political methods of the Chancellor of the Exchequer." Mr. W. J. L. Ambrose opened the motion. Mr. Louis Draper opposed. Among those who spoke in favour of the motion were Messrs. F. G. Envers, L. Freedman, H. R. Stables, W. R. Willson, E. H. St. Clair Miller, H. W. Burleigh. Among those who spoke against the motion were Messrs. A. Safford, E. J. Harvey, H. J. Cope, J. G. Baker. The motion upon the paper for debate at the next meeting of the society, on Wednesday, October 30th, is "That in the opinion of this house the present fiscal system is unfavourable to the best interests of the country."

Law Students' Journal.

Law Students' Societies.

BIRMINGHAM LAW STUDENTS' SOCIETY.—A meeting of this society was held at the Law Library, Bennett's Hill, on Tuesday, the 22nd of October, 1912.—Mr. Arthur Ward, barrister-at-law, in the chair. —The following moot point was debated:—"Buckskin, a modern Beau Brummel, advocates, in the correspondence column of the *Littleshire Lyre*, under the *nom-de-plume* of 'Anti-cant,' mixed bathing at the public baths. On several occasions during the preceding six weeks the Rev. Melchisedech Howler has also written letters to the editor on the subject of Welsh Disestablishment, using the same *nom-de-plume*, 'Anti-cant.' Consequently many of Howler's acquaintances conclude that he is also the author of the letters concerning mixed bathing, to the moral and material damage of the reverend gentleman. Buckskin protests that until Mr. Howler complained he had no knowledge of the latter's previous use of the *nom-de-plume*. Has Howler any right of action (1) against Buckskin; (2) the editor, who has a permanent notice at the head of the correspondence column disclaiming all liability for correspondents views?" G. A. Beker (hon. member) opened in the affirmative, and was supported by Messrs. T. G. Mander, M. N. Bailey, G. R. Morgan, H. Cooke and Colin Coley, B.A., LL.B. M. I. Clutterbuck,, Esq. (hon. member) opened in the negative, and was supported by Messrs. A. Wilson, R. A. Gardner, E. H. Robinson, B. S. Atkinson, T. H. Ekins, B. C. Talbot, and E. C. G. Clarke. After the openers had replied, the chairman summed up, and on the motion being put to the meeting the voting resulted: For the affirmative, 5; for the negative, 12. The meeting concluded with a hearty vote of thanks to the chairman for presiding

Legal News.

Appointments.

Mr. HUGH MURRAY STURGES, K.C., has been appointed to be Recorder of Windsor. Mr. Sturges was called to the Bar by Lincoln's Inn in 1889, and was one of those who were appointed King's Counsel on the 1st of October.

Mr. WILLIAM HENRY OSWALD STEWART JOBSON, of 3, Gray's Inn-square, has been appointed a Master in the Chancery Division in the place of Mr. Lionel Clarke, retired. Mr. Jobson was an exhibitioner of Worcester College, Oxford, where he took his degree in 1883. He was admitted a solicitor in 1886.

Changes in Partnerships, &c.

Dissolution.

ALFRED HAMILTON JENKIN and CECIL NEWTON GRAHAM, solicitors (A. H. Jenkins & Graham), Redruth, Cornwall. Oct. 22. Alfred Hamilton Jenkins will continue to carry on the said business in partnership with Charles James Cooke, late of Teignmouth, under the style or firm of Jenkins, Graham, & Cooke.

[*Gazette*, Oct. 22.

General.

At Monmouthhire Quarter Sessions on the 16th inst., Mr. Samuel Courthope Bosanquet tendered his resignation as chairman of the Court—a position he has held for 22 years—in consequence of ill-health, which makes it necessary for him to winter abroad. Sir Henry Macher-Jackson, deputy-chairman, was appointed his successor, and the Court passed a resolution thanking Mr. Bosanquet for his long services to the county.

At a meeting of the creditors of Frederick William Richardson, solicitor, of Burton-on-Trent, held on the 22nd inst., the gross liabilities were estimated at £8,780, the deficiency being £6,119. The Official Receiver said the case was most painful to him, the debtor having acted as his legal adviser and frequently represented him. In view of the possible execution of the warrants out for the absconding bankrupt, he would say no more than was his duty. The debtor was gold medallist at his final examination, and had built up a fine practice. Mr. W. Bennett was appointed trustee.

An applicant at Greenwich Police Court on the 16th inst., who had summoned her husband for desertion and obtained an order for maintenance requested that the money might be paid weekly into court. Mr. Symmons said that a Home Office circular had been received stating that the practice of payment into court was to come into force. He told the defendant to pay the weekly amount to the chief clerk of the Court, and added that the new system would be an excellent one, for it would save weekly wrangles between husband and wife and prevent the annoyance to which husbands were frequently subjected at their work.

In the House of Commons on the 17th inst., Mr. Kellaway asked the Home Secretary whether he was aware that the London motor-omnibus combine killed 12 persons during the first 12 days of this month; and whether he was now able to say what action, if any, he proposed to take against the directors of that combine? Mr. McKenna: I am informed that nine deaths were caused by motor-omnibuses during the first 12 days of this month. Each case will be the subject of a coroner's inquest, and in the event of negligence being proved criminal proceedings would be taken against the person guilty of negligence. Mr. Kellaway: Does not the right hon. gentleman think that some further inquiry is necessary? Mr. McKenna: No; I think all the circumstances ought to be brought out at the coroner's inquest. Mr. Kellaway: Is it not a fact that in a great many cases in which poor persons are concerned they are not able to be represented, while counsel is always present on behalf of the companies? Mr. McKenna: The coroner is there officially to protect the public. Mr. Kellaway: But does not the right hon. gentleman agree that one party is handicapped if the other party alone is represented by counsel? Mr. McKenna: No; I am satisfied that the facts are fully investigated for the protection of the public.

A circular dealing with punishment inflicted for offences under the Motor Car Acts has been, says the *Times*, issued by the Home Office for the information of magistrates. The circular states that the Home Secretary has had his attention called from time to time to what is alleged to be the unequal manner in which the Acts are administered, and, without attaching undue importance to general allegations of that nature, it seems to him that, occasionally, at any rate, hardened and deliberate offenders are treated too leniently, and less serious offences meet, in some instances, with unnecessarily severe punishment. As to serious offences, it is given as Mr. McKenna's opinion that power to suspend a driver's licence or to declare him disqualified for obtaining a licence for a given period supplies the most appropriate punishment, and is most likely to be effective. Heavy penalties are not to be imposed as a matter of routine, and trivial offences not due to any grave negligence may properly be met by a warning and payment of costs or a light sentence. When justices do not think it proper to take a lenient course regard is to be paid in inflicting penalties to the means of the offender. Under the heading "Dangerous driving" the circular proceeds:—"The Secretary of State is informed that an idea prevails that a conviction for dangerous driving cannot be obtained unless it is proved some person was actually endangered. Mr. McKenna is advised that the wording of the subsection is so plain in the contrary sense that this view is quite untenable. There can be no doubt that a person who drives, for instance, at a furious rate through a narrow village street may properly be proceeded against in a case where no proof can be produced that there was any person present in the street whom his driving actually endangered."

The Home Secretary in the House of Commons on Wednesday replied to several questions relating to the speed of power-driven vehicles and street accidents in London. Mr. McKenna, in the course of his replies, again stated that the question of the possible steps to be taken to reduce the number of accidents caused by motor-omnibuses was engaging his careful attention. The matter was one which presented very great difficulties. The Metropolitan Police authorities found it impossible to present a definite analysis of the causes of accidents caused by motor-omnibuses generally. But if the figures for the current year

were examined it appeared that a large proportion of those killed by motor-omnibuses in London were cyclists, and that another important factor was the scarcity or absence of refuges. The question of speed and of the quality of the driving must always be considered in such cases, but at the inquests on the persons killed the jury in all but three instances exonerated the driver from blame, implying an opinion that the speed had not been so excessive or the driving so bad as to call for prosecution or censure. It was undoubtedly the fact that motor-omnibuses, as well as other power-driven vehicles, at times exceeded the speed limit. During the present year the Metropolitan Police had prosecuted the drivers of 528 motor-omnibuses and 143 electric tramcars, besides many drivers of other motor vehicles. Notices reminding them that the legal speed for motor omnibuses is 12 miles per hour have been issued by the Commissioner of Police to the companies concerned, the last being circulated in August of this year. The police have full instructions on the matter in the General Orders of the Force. The Commissioner of Police informs him that 24 children under the age of ten years were killed by motor-omnibuses within the Metropolitan Police district during the first nine months of this year. The majority of these accidents occurred at places where there were no refuges, and this was one of the matters which were receiving his attention.

In the course of an introductory lecture on "Modern Social Influences as seen in Comparative Law," at University College on the 19th inst., Sir John Macdonnel, the Quain Professor of Comparative Law, said: Never before was the volume of legislation, now a great industry, so great or the output so rapid. The like of the many legislative factories, speeded up by the closure and other devices, working day and night and served no longer by unpaid workers, had never before been seen. To take the United States, in a single year 9,000 statutes were passed. The volume was alarming. In one State of the Union, an eminent lawyer making his report to the American Bar Association, said: "Thank the Lord, the Legislature did not meet this year." Spread out superficially, this legislation for the last ten or twenty years would cover many square miles; piled, volume upon volume, it might equal in bulk and height one of the Pyramids. And it was largely novel legislation. In the past the great majority of laws had been based on custom—perhaps modifying it and expressed in pithy sayings which the people understood, not, as in the case of modern legislation, in technical language over the meaning of which experts differed. . . . Fraught with deeper consequences was the penetration of legislation here and elsewhere by wholly new principles. The area of legislation and in new fields had enormously increased, so that it was now almost co-extensive with the whole interests of society. Take any of the classical books written by the makers of utopias, such as the "Republic"; to almost every one of the proposals contained therein there was something corresponding in modern laws. Not *laissez faire*, but *faire marcher*, was the spirit of so many of them. The lecturer shewed by reference to recent statutes that new ideas as to remitting rent and regulating wages had been introduced, and after referring to similar changes in the conceptions of criminal law, he pointed out that in the development and application of the new principles there was room for a creative jurisprudence and the science and skill of the jurist. It was a vast sea of innovations upon which the student of these novel statutes looked out. But the trained lawyer who knew the history of his business knew, if anyone did, the shoals and rocks upon which many promising laws had been wrecked. He, if anyone, discerned the "pilot bars" and possessed the chart. Navigate men might without that knowledge or chart, but at their peril.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday Oct. 28	Mr Bloxam	Mr Church	Mr Beal	Mr Leach
Tuesday 29	Beal	Farmer	Greswell	Goldschmidt
Wednesday..... 30	Greswell	Synge	Borrer	Church
Thursday..... 31	Leach	Beal	Synge	Greswell
Friday Nov. 1	Borrer	Bloxam	Farmer	Beal
Saturday 2	Goldschmidt	Greswell	Bloxam	Borrer

Date.	Mr. Justice Warrington.	Mr. Justice Neville.	Mr. Justice Parker.	Mr. Justice Eve.
Monday Oct. 28	Mr Greswell	Mr Goldschmidt	Mr Farmer	Mr Synge
Tuesday 29	Church	Bloxam	Synge	Borrer
Wednesday..... 30	Leach	Farmer	Bloxam	Beal
Thursday..... 31	Borrer	Church	Goldschmidt	Bloxam
Friday Nov. 1	Synge	Greswell	Leach	Goldschmidt
Saturday 2	Beal	Leach	Church	Farmer

The Property Mart.

Forthcoming Auction Sales.

Oct. 29.—Messrs. WEATHERALL & GREEN, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, Oct. 5).

Oct. 31.—Messrs. DANIEL SMITH, SON & OAKLEY, at the Mart, at 2: Freehold Agricultural Holding and Freehold Residential Property (see advertisement, back page Oct. 5 and 12).

Nov. 4.—Mr. WM. HOUGHTON, at the Mart, at 2: Freehold Ground Rents (see advertisement, back page, Oct. 12).

Nov. 6.—Messrs. EDWIN FOX, BOUSFIELD, BURNETTS, & BADDELEY, at the Mart, at 2: Freeholds and Leaseholds (see advertisement, back page, Oct. 19).

Nov. 6.—Messrs. DOUGLAS YOUNG & Co., at the Mart, at 2: Freehold Ground Rents (see advertisement, page xiii. this week).

Nov. 7.—Messrs. STIMSON & SONS, at the Mart, at 2: Freehold and Leasehold Ground Rents (see advertisement, page xv, this week).

Nov. 12.—Messrs. WEATHERALL & GREEN, at the Mart, at 2: Residences, &c. (see advertisement, page xv, this week).

Nov. 19.—Messrs. HAMPTON & SONS, at the Mart, at 2: Freehold and Leasehold Properties, &c. (see advertisement, page xiii, this week).

Nov. 19.—Messrs. DANIEL SMITH, SON & OAKLEY, at Cricklade, at 2.30: Dairy Holding, &c. (see advertisement, back page, Oct. 19).

Dec. 4.—Messrs. DANIEL SMITH, SON & OAKLEY, at the Mart: Residences, Building Estate, &c. (see advertisement, page xiii, this week).

Dec. 10.—Messrs. HORNE & Co., at the Mart, at 2: Freehold Building Site (see advertisement, page xiii, this week).

Dec. 18.—Messrs. WEATHERALL & GREEN invite tenders for Freehold Site (see advertisement, page xv, this week).

Winding-up Notices.

London Gazette,—FRIDAY, Oct. 18.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-CUBAN OIL, BITUMEN AND ASPHALT CO, LTD.—Petn for winding up, presented Oct 16, directed to be heard Oct 29. Evans & Co, 20 and 22, Theobald's rd, Bedford row, solors for the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Oct 28.

CARR, EVANS & CO, LTD.—Creditors are required, on or before Oct 26, to send their names and addresses, and the particulars of their debts or claims, to H. Gooder, 2, Market pl, Normanton, liquidator.

CENTRAL CARPATHIAN OIL CO, LTD (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Nov 19, to send their names and addresses, and particulars of their debts or claims, to James Durie Pattullo, 65, London wall. Mayo & Co, Draper's gdns, solors for the liquidator.

COX'S LTD (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Oct 28 to send their names and addresses, and the particulars of their debts, to Arthur Ernest Mason, 193, Wolverhampton st, Dudley, liquidator.
DUDLEY ROLLER SKATING CO, LTD (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before Oct 28, to send in their names and addresses, and the particulars of their debts or claims, to Arthur Ernest Mason, 193, Wolverhampton st, Dudley, liquidator.
FOREST MILLS CO, LTD.—Creditors are required, on or before Nov 9, to send their names and addresses, and the particulars of their debts or claims, to James Mitchel Todd, 4, Milton pl, Halifax. Jubb & Co, Halifax, solors to the liquidator.
J. CHAPMAN AND CO, LTD.—Creditors are required, on or before Nov 15, to send their names and addresses, and the particulars of their debts or claims, to George Thomas Feasey, 28, Basinghall st, liquidator.
LLOYD LOWE, LTD.—Petn for winding up, presented Oct 16, directed to be heard Oct 29. Blyth & Co, 112, Gresham house, Old Broad st, solors for the petnrs. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Oct 28.
METROPOLE PROPERTIES (BEXHILL), LTD.—Petn for winding-up, presented Oct 14, directed to be heard Oct 29. McKenna & Co, 97, New Bond st, solors for the petnrs. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Oct. 28.
NEWTON AND LAWRENCE, LTD.—Creditors are required, on or before Nov 15, to send their names and addresses, and the particulars of their debts or claims, to George Thomas Feasey, 28, Basinghall st, liquidator.
NORWICH VINEGAR AND DISTILLERY CO, LTD.—Creditors are required, on or before Nov 15, to send their names and addresses, and the particulars of their debts or claims, to George Thomas Feasey, 28, Basinghall st, liquidator.
PERUVIAN AMAZON CO, LTD.—Petn for winding-up, presented Oct 11, directed to be heard Oct 29. Morgan, Price & Co, 33, Old Broad st, solors for the petnrs. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Oct 28.
RHONDDA STEAMSHIP CO, LTD.—Creditors are required, on or before Nov 5, to send their names and addresses, with particulars of their debts or claims, to Oswald Bruce Cuvilje, 2, Stuart st, Cardiff, liquidator.
SHORTHORN DAIRIES, LTD.—Petn for winding up, presented Oct 14, directed to be heard Oct 29. Woodroffes & Ashby, 39, Eastcheap, solors for the petnrs. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Oct. 28.
STANDARD KNITTING MACHINE CO, LTD.—Creditors are required, on or before Nov 9, to send their names and addresses, and particulars of their debts or claims, to Archibald Gallard Mellors, 1, King John's chmbrs, Nottingham, liquidator.

London Gazette.—TUESDAY, Oct. 22.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CARTHUSIANA RUBBER ESTATE SYNDICATE, LTD.—Creditors are required, on or before Nov 8, to send in their names and addresses, with particulars of their debts or claims, to Henry Malcolm Graham, 147, Leadenhall st, liquidator.
DARWEN PROPERTY TRUST, LTD.—Creditors are required, on or before Oct 31, to send their names and addresses, and the particulars of their debts or claims, to Bryan Lawson Holme, 4, Church st, Darwen. Costeker & Co, Darwen, solors for the liquidator.
DEMERARA DEVELOPMENT CO, LTD.—Creditors are required, on or before Nov 30, to send their names and addresses, and the particulars of their debts or claims, to Phillip Stewart-Mackenzie Arbuthnot, 38, Eastcheap. Welch & Co, Pinner's Hall, solors to the liquidator.
GEORGE PRITCHETT & CO, LTD.—Petn for winding up, presented Oct 18, directed to be heard Nov 5. Osborn & Osborn, 2, Coleman st, solors for the petnrs. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Nov 4.
ROUMANIAN DEVELOPMENT SYNDICATE, LTD.—Petn for winding up, presented Oct 18, directed to be heard Nov 5. Phillips & Co, 147, Cannon st, solors for the petnrs. Notice of appearing must reach the above named not later than 6 o'clock in the afternon of Nov 4.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Oct. 18.

GRAND HOTEL (PENMAENMAWR), LTD.
THOMAS HALL, LTD.
KENTISH HOTELS, LTD.
WEBER & CO, LTD.
MAIKOP AND GENERAL PETROLEUM TRUST LTD. (Amalgamation).
SEALOGRAPH CO, LTD.
WALLACE & CO. (MANCHESTER), LTD.
MAIKOP APSHERON OIL CO, LTD. (Amalgamation).
W. W. HILL & SON (SALFORD), LTD.
MAIKOP HADIJENSKY SYNDICATE LTD. (Amalgamation),
MAIKOP AREAS, LTD. (Amalgamation).
H. AND U. RUBBER AND COFFEE ESTATES, LTD.
AYWARA RUBBER AND COTTON ESTATES, LTD.
CENTRAL CARPATHIAN OIL CO, LTD.
NEW HYDOLEINE CO, LTD.
RHONDDA STEAMSHIP CO, LTD.

London Gazette.—TUESDAY, Oct 22.

WALMER ESTATES CO, LTD.
HENRY POLLITT, LTD.
SOCIETE DES CHAUSSURES "DITO," LTD.
LOUGHBOROUGH PICTURE PLAYHOUSE, LTD.
DARWEN PROPERTY TRUST, LTD.
HOPWAS ESTATE CO, LTD.
ROBERT CRESSY AND SONS, LTD.
MANCHESTER TAXICAB CO, LTD.
DEMERARA DEVELOPMENT CO, LTD.
FLEETWOOD AND DISTRICT ELECTRIC LIGHT AND POWER SYNDICATE, LTD.
AMALGAMATED OIL PIPE-LINES OF GALICIA, LTD.
KASSKAR CIGARETTE CO, LTD.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette—FRIDAY, Oct. 18.

ARMBRECHT, ERNST L, Duke st, Grosvenor sq Nov 20 Grubbe & Troughton, New ct Lincoln's Inn
ATKINSON, EMMA, Brighton Nov 20 Woolley & Bevis, Brighton
AZARIO, LUIGI, Rupert st, Restaurant Proprietor Dec 17 Robins & Grimsdall, Hornsey
BARNES, ROBERT BAKER, Gillingham, Dorset, Tailor Nov 23 Freame & Co, Gillingham, Dorset
BARROW, COPNER WALTON, Bedford Nov 30 Young & Co, Laurence Pountney hill
BELL, ALFRED FOTHERLEY, Kingston upon Hull Nov 30 England & Co, Hull
BETZ, JOHN FREDERICK, jun, Philadelphia, U S A Nov 18 Wilkinson & Co, Nicholas la
BIDWELL, LEONARD ARTHUR, Upper Wimpole st Nov 20 Lawrence, Essex st, Strand
CHEEK, THOMAS, Borne', Herts Nov 18 Charles & Dayrell, Copthall av
CLAYTON, JAMES, Birch Vale, Derby, Licensed Victualler Nov 23 Walker, New Mills
CONKLETON, MARY ANN, Hexham, Northumberland Nov 11 Lockhart, Hexham
DAMERIO, CARLOS NOVELLA, Guatemala Nov 20 Coward & Co, Mincing la
DAVIES, WILLIAM, Johnstown, nr Ruabon, Denbigh Nov 11 Allington & Co, Wrexham
DAVIES, MARTHA JANE, Johnstown, nr Ruabon, Denbigh Nov 11 Allington & Co Wrexham
DOSMAN, OLIVIA, Rathy, Leicester Nov 20 Harris, Leicester
FORD, WILLIAM JOSEPH, Nottingham Dec 1 Ford, Nottingham
GARRARD, BLANCHE, Wokingham, Berks Nov 18 Few & Co, Surrey st
GARTSIDE, JESSE, Stalybridge, Yarn Merchant Dec 7 Innes, Manchester
GREGORY, MARY, Leckhampstead, Bucks, Farmer Nov 19 Whitehorns & Law, Buckingham
HALL, JAMES, JP, Sale, Chester Nov 30 Phythian & Bland, Manchester
HARCUM, THOMAS SAUNDERS, Streatham Hill, Surrey Nov 20 Bolton & Co, Temple gdns
HARDING, ALFRED BENNICK, Catford, Kent Nov 18 Dennis & Co, Lincoln's inn fields
HARRISON, SAMUEL, Long Sutton, Lincoln, Miller Nov 18 Mossop & Mossop, Long Sutton
HOFFER, JACQUES, Whitehall pl Nov 18 Hewitt & Co, Leadenhall st
INGLEBY, JOHN FREDERICK, Kingston upon Hull Nov 30 England & Co, Hull
JONES, CATHERINE Neath Nov 10 Millward, Pentre, Glam
KEESING, THOMAS HENRY, Brighton Nov 16 Howlett & Clarke, Brighton
KELLEY, AMELIA, Crofton rd, Camberwell Nov 10 Bolton & Co, Temple gdns
MOORE, CAROLINE, Lunham rd, Upper Norwood Nov 21 Martin & Nicholson Queen st
MORSE, WILLIAM, Byrne rd, Balham Nov 15 Snow & Co, Great St Thomas Apostle
NAYLOR, MARIE JULIE GAUCLERE, Southwold, Suffolk Nov 16 Cooper, Southwold Suffolk
NEWTON, CHARLES, Sheffield Nov 9 Jackson & Jackson, Sheffield
OAKSHOTT, EUGENE PHILLIP, Madras, India Nov 30 Bartlett & Son, Bush la
PALLAVICINO, Countess GEORGINA VICINO Nov 30 Bartlett & Son, Bush la
PILCHER, ROBERT SEPTIMUS, Bowdon, Chester Nov 30 Dendy & Paterson, Manchester
POSTLETHWAITE, WILLIAM, Broughton in Furness, Lancs Nov 15 Butler & Son Broughton in Furness
ROBY, JOSEPH, New Brighton, Chester, Solicitor Nov 18 Eskrigge & Robey, Liverpool
ROWLAND, ROBERT, Baslow, Derby, Licensed Victualler Nov 26 Taylors, Bakewell
SHAKESPEARE, WILLIAM, Harborne, Birmingham Dec 6 Pointon & Evershed, Birmingham
SIVEWRIGHT, WILLIAM JOHN, West Hartlepool, Banker Nov 18 Bell, West Hartlepool
SPURWAY, WILLIAM HUDSON, Bath, Commission Agent Nov 19 Hookway, Bath
THYNE, WILLIAM, Hallaton, nr Uppingham, Leicester Nov 18 Charles & Dayrell Copthall av
TINDAL, MERELINA, Clifton, Bristol Nov 30 Meade-King & Co, Bristol
TISSINGTON, JOHN ANTHONY, Derby, Furniture Dealer Nov 14 Hobson & Marsden, Derby
VICARS, JOHN, St Bees, Cumberland Nov 14 Butler & Son, Broughton in Furness
WALCOTT, ANNIE FINN KINGSLAND, Sussex rd, Holloway Nov 15 Leighton & Savory, Clement's inn
WOODHOUSE, FRANCIS, Rylett rd, Shepherd's Bush Nov 18 Bulcraig & Davis, Donington House, Norfolk st
WOODHOUSE, MARY ELLEN, Rylett rd, Shepherd's Bush Nov 18 Bulcraig & Davis, Donington House, Norfolk st

Bankruptcy Notices.

London Gazette.—FRIDAY, Oct. 18.

RECEIVING ORDERS.

ANDERSON, A C M, Copthall bldgs, Stockbroker's Clerk High Court Pet Aug 2 Ord Oct 15

ATTWATER, HENRY BLAGROVE, and CHARLES BENNETT HOOPER, Philpot ln High Court Pet Sept 11 Ord Oct 9

BELL, ELEANOR, Nottingham Nottingham Pet Oct 14 Ord Oct 14

BUTLER, FRANK PLATT, Leicester, Leather Dealer Leicester Pet Oct 8 Ord Oct 16

CLEMENTS, WILLIAM, Portsmouth, Hants, Hire Carter Portsmouth Pet Oct 12 Ord Oct 12

CROOKS, MATTHEW HENRY, Gateshead, Furniture Dealer Newcastle upon Tyne Pet Oct 15 Ord Oct 15

DAVIES, JAMES BARLOW, Liverpool, Surveyor Liverpool Pet Aug 22 Ord Oct 16

FORBES, SYDNEY LESTOCK, Leeds, Automobile Engineer York Pet Oct 15 Ord Oct 15

FURY, BRYAN, Ludlow, Salop, Horse Dealer Hereford Pet Oct 15 Ord Oct 15

GARDEN, JOHN WILLIAM, Highbury quadrant, Civil Servant High Court Pet Oct 16 Ord Oct 16

GIBBINS, WILLIAM EDWIN, Darlingscott, Worcester, Farmer Banbury Pet Oct 16 Ord Oct 16

HOFFENBERG, MARKS, Leeds, General Dealer Leeds Pet Oct 15 Ord Oct 16

HUSSICK, JOHN HENRY, Sheffield, Clothier Sheffield Pet Sept 27 Ord Oct 14

JONES, GRIFFITH, Tremadoc, Carnarvon, Inn Keeper Portmadoc Pet Oct 15 Ord Oct 15

KNAPP, CHARLES RICKETTS, Streatham Park, Surrey, Chemist Chelmsford Pet Oct 15 Ord Oct 15

MARKS, JOHN, Argyll st, Regent st, Furrier High Court Pet Oct 14 Ord Oct 14

MASTERMAN, JAMES, Hartoft, Yorks, Farmer Scarborough Pet Oct 16 Ord Oct 16

MILWARD, ETHEL ELIZABETH, Castle Donington, Leicester Leicester Pet Oct 14 Ord Oct 14

MURRAY, ARTHUR HAY, Westward Ho! Devon, Livery Stable Keeper Barnstaple Pet Oct 14 Ord Oct 14

NICOLL, WILLIAM STEWART, Cheapside, Mantle Manufacturer High Court Pet Oct 16 Ord Oct 16

OSBORNE, CLIFFORD, Brentwood, Essex, Butcher Chelmsford Pet Sept 26 Ord Oct 16

PAGE, WILLIAM RUMMELL, Southampton Southampton Pet Oct 15 Ord Oct 15

PEARS, HENRY, York, Commission Agent York Pet Oct 15 Ord Oct 15

PICKEN, JAMES ARTHUR, Edgware rd, Provision Merchant High Court Pet Sept 19 Ord Oct 16

POWELL, HENRY EDWARD, Wigan, Brakesman Wigan Pet Oct 14 Ord Oct 14

RICHARDSON, JOHN, Barnard Castle, Innkeeper Stockton on Tees Pet Oct 14 Ord Oct 14

ROSS, HENRY DUNCAN, Colwall Hereford, Schoolmaster Hereford Pet Sept 28 Ord Oct 14

SETON-KARR, MALCOLM H, Storrington, Sussex Brighton Pet July 17 Ord Oct 14

SNOOK, WALTER ERNEST, Sandhurst, Berks, Grocer Reading Pet Oct 14 Ord Oct 14

STONE, BENJAMIN, Abertillery, Mon, General Dealer Tredegar Pet Oct 15 Ord Oct 15

TEAL, FRED, Halifax, Mechanic Halifax Pet Oct 15 Ord Oct 15

WADSWORTH, WILLIAM, Skipton, Yorks, Fish Dealer Bradford Pet Oct 14 Ord Oct 14

WELSH, HARRY, Fleetwood, Lancs, Boot Dealer Preston Pet Oct 15 Ord Oct 16

WILDERSPIN, HERBERT, Pinchbeck, Lincoln, Potato Merchant Peterborough Pet Oct 4 Ord Oct 16

WILLIAMS, HUGH, Mold, Flint, Tailor Chester Pet Oct 14 Ord Oct 14

WILLIAMS, ROBERT, Porthcawl, Glam, Inn Keeper Cardiff Pet Sept 25 Ord Oct 15

WILSON, ALFRED PERCY, Pollington, Snaith, Yorks, Schoolmaster Wakefield Pet Oct 14 Ord Oct 15

Amended Notice substituted for that published in the London Gazette of Oct 4.

STOCK, ERNEST SAMUEL, Bradfield, nr Manningtree, Essex, Farmer Colchester Pet May 22 Ord Oct 1

FIRST MEETINGS.

ANDERSON, A C M, 3, Copthall bldgs, Stockbroker's Clerk Oct 29 at 1 Bankruptcy bldgs, Carey st

ATTWATER, HENRY BLAGROVE, and CHARLES BENNETT HOOPER, Philpot ln Oct 29 at 12 Bankruptcy bldgs, Carey st

BRANCH, RICHARD COSSEY, Lowestoft, Cab Proprietor Oct 26 at 12 Off Rec, 8, King st, Norwich

BRIMELOW, CHARLES, Didsbury, Manchester Metal Agent and Merchant Oct 28 at 3 Off Rec, Byrom st, Manchester

BUTLER, FRANK PLATT, Leicester, Leather Dealer Oct 28 at 3 Off Rec, 1, Berridge st, Leicester

CLEMENTS, WILLIAM, Portsmouth, Hire Carter Oct 29 at 3 Off Rec, Cambridge Junction, High Street, Portsmouth

COE, EDGAR, Norwich, Corn Merchant Oct 26 at 12.30 Off Rec, 8, King st, Norwich

CRAVEN, ROBERT, Higher Broughton, Engineer's Manager Oct 26 at 11 Off Rec, Byrom st, Manchester

CROOKS, MATTHEW HENRY, Gateshead, Furniture Dealer Oct 26 at 11 Off Rec, 30, Mosley st, Newcastle upon Tyne

DENYER, ARTHUR JOHN, Deal, Kent, Plumber Oct 26 at 12 Off Rec, 68A, Castle st, Canterbury

FORBES, SYDNEY LESTOCK, Leeds, Automobile Engineer Oct 30 at 2.45 Off Rec, The Red House, Duncombe pl, York

FRANK, ISAAC, Cheetham, Lancs, Jeweller Oct 26 at 11.30 Off Rec, Byrom st, Manchester

GARDEN, JOHN WILLIAM, Highbury quadrant, Civil Servant Oct 28 at 11 Bankruptcy bldgs, Carey st

HARBOURNE, ERNEST BIACH, Brierley Hill, Staffs, Pawnbroker Oct 28 at 12 Off Rec, 1, Priory st, Dudley

HESLOP, THOMAS BAINBRIDGE, Erringden, nr Hebden Bridge, Yorks, Farmer Oct 26 at 11 Off Rec, 3, Winckley st, Preston

HUGHES, JOHN ELIAS WILLIAM, Bangor, Fruiterer Oct 30 at 12 Crypt chmbrs, Chester

KING, REGINALD WILLIS, Ely, Cambs, Butcher Oct 26 at 11.30 The Lamb Hotel, Ely

KIRBY, WILLIAM, Derby, Basket Maker Oct 28 at 11.30 Off Rec 5, Victoria bldgs, London rd, Derby

KREMER, DAVID, Middlesbrough, General Dealer Oct 28 at 11.30 Off Rec, Court chmbrs, Albert rd, Middlesbrough

MARKS, JOHN, Argyll st, Regent st, Furrier Oct 28 at 1 Bankruptcy bldgs, Carey st

MASTERMAN, JAMES, Hartoft, Yorks, Farmer Oct 28 at 4 Off Rec, 43, Westborough, Scarborough

MILWARD, ETHEL ELIZABETH, Castle Donington, Leicester Oct 26 at 12 Off Rec, 1, Berridge st, Leicester

MORRIS, JACOB, Liverpool, Passenger Agent Oct 28 at 12 Off Rec, Union Marine bldgs, 11, Dale st, Liverpool

NICOLL, WILLIAM STEWART, Cheapside, Mantle Manufacturer Oct 28 at 12 Bankruptcy bldgs, Carey st

OLSEN, OLSON, Llanelly, Carpenter Oct 26 at 11.30 Off Rec, 4, Queen st, Carmarthen

PAGE, WILLIAM RUMMELL, Southampton Oct 28 at 11 Off Rec, Midland Bank chmbrs, High st, Southampton

PEARS, HENRY, York, Commission Agent Oct 30 at 3.15 Off Rec, The Red House, Duncombe pl, York

PICKEN, JAMES ARTHUR, Edgware rd, Provision Merchant Oct 30 at 11 Bankruptcy bldgs, Carey st

RICHARDSON, JOHN, Barnard Castle, Durham, Innkeeper Oct 28 at 12 Off Rec, Court chmbrs, Albert rd, Middlesbrough

SMEE, GEORGE ABRAHAM, Great Baddow, Essex, Newsagent Nov 6 at 2 Shire Hall, Chelmsford

SPALDING, ALFRED, Hoveton St John, Norfolk, French Polisher Oct 26 at 1 Off Rec, 8, King st, Norwich

STEER, CHARLES, Neath, Builder Oct 26 at 11 Off Rec, Government bldgs, St Mary's st, Swansea

TEAL, FRED, Halifax, Mechanic Oct 23 at 10.45 County Court, Prescott st, Halifax

WADSWORTH, WILLIAM, Skipton, Yorks, Fish Dealer Oct 26 at 10.30 Off Rec, 12, Duke st, Bradford

WARE, WILLIAM, Stourbridge, Worcester, Grocer Oct 28 at 11.30 Off Rec, 1, Priory st, Dudley

WELSH, HARRY, Fleetwood, Lancs Boot Dealer Oct 28 at 11.30 Off Rec, Byrom st, Manchester

WILSON, ALFRED PERCY, Kirkby Moorside, Yorks, Schoolmaster Oct 28 at 11 Off Rec, 21, King st, Wakefield

ADJUDICATIONS.

ALEXANDER, WILLIAM, Lancaster, Travelling Draper Preston Pet Sept 23 Ord Oct 15

ANTOINE, CHARLES, Bexhill, School Proprietor Hastings Pet Oct 2 Ord Oct 15

BARWELL, Capt E E, Peshawar, India High Court Pet July 15 Ord Oct 15

BELL, ELEANOR, Nottingham Nottingham Pet Oct 14 Ord Oct 14

BROADHURST, JOHN HENRY, Buralem, Builder Hanley Pet Sept 23 Ord Oct 14

CATON, MARY, Lancaster Gate ter, Hyde Park High Court Pet Aug 23 Ord Oct 15

CLEMENTS, WILLIAM, Portsmouth, Hire Carter Portsmouth Pet Oct 12 Ord Oct 12

CLIFT, HERBERT, Bracebridge, Lincoln, Baker Lincoln Pet Sept 28 Ord Oct 11

CRAVEN, ROBERT, Higher Broughton, Engineer's Manager Salford Pet Oct 10 Ord Oct 15

CROOKS, MATTHEW HENRY, Gateshead, Furniture Dealer Newcastle on Tyne Pet Oct 15 Ord Oct 15

ETTRIDGE, WILLIAM GEORGE HENRY, Windermere av, Kilburn, Cycle Agent High Court Pet Sept 19 Ord Oct 15

FORBES, SYDNEY LESTOCK, Leeds, Automobile Engineer York Pet Oct 15 Ord Oct 15

FURY, BRYAN, Ludlow, Salop, Horse Dealer Hereford Pet Oct 15 Ord Oct 15

GARDEN, JOHN WILLIAM, Highbury quadrant, Civil Servant High Court Pet Oct 16 Ord Oct 16

GIBBONS, WILLIAM EDWIN, Darlingscott, Worcester Farmer Banbury Pet Oct 16 Ord Oct 16

KNAPP, CHARLES RICKETTS, Streatham Park, Surrey, Chemist Chelmsford Pet Oct 15 Ord Oct 15

LEVENS, HERBERT A, Bromley, Kent, Surveyor Croydon Pet Sept 17 Ord Oct 14

MARKS, JOHN, Argyll st, Regent st, Furrier High Court Pet Oct 14 Ord Oct 14

MASTERMAN, JAMES, Hartoft, Yorks, Farmer Scarborough Pet Oct 16 Ord Oct 16

MILWARD, ETHEL ELIZABETH, Castle Donington, Leicester Leicester Pet Oct 14 Ord Oct 14

MURRAY, ARTHUR HAY, Westward Ho! Devon, Livery Staple Keeper Barnstaple Pet Oct 14 Ord Oct 14

PEARS, HENRY, York, Commission Agent York Pet Oct 15 Ord Oct 15

POWELL, HENRY EDWARD, Wigan, Brakesman Wigan Pet Oct 14 Ord Oct 14

RICHARDSON, JOHN, Barnard Castle, Durham, Innkeeper Stockton on Tees Pet Oct 14 Ord Oct 14

SNOOK, WALTER ERNEST, Sandhurst, Berks, Grocer Reading Pet Oct 14 Ord Oct 14

STEER, CHARLES, Neath, Builder Neath Pet Sept 26 Ord Oct 15

STOCK, ERNEST SAMUEL, Bradfield, nr Manningtree, Essex, Farmer Colchester Pet May 22 Ord Oct 15

STONE, BENJAMIN, Abertillery, Mon, General Dealer Tredegar Pet Oct 15 Ord Oct 15

TEAL, FRED, Halifax, Mechanic Halifax Pet Oct 15 Ord Oct 15

WADSWORTH, WILLIAM, Skipton, Yorks, Fish Dealer Bradford Pet Oct 14 Ord Oct 14

WEBSTER, RAYMOND, Nottingham, Baker Nottingham Pet Aug 31 Ord Oct 14

WILDERSPIN, HERBERT JOHN, Pinchbeck, Lincoln, Potato Merchant Peterborough Pet Oct 4 Ord Oct 16

WILLIAMS, HUGH, Mold, Flint, Tailor Chester Pet Oct 14 Ord Oct 14

WILLIAMS, MARY HELEN, Sloane st, Widow High Court Pet Aug 26 Ord Oct 14

WILSON, ALFRED PERCY, Kirkby Moorside, York, Schoolmaster Wakefield Pet Oct 14 Ord Oct 14

Amended Notice substituted for that published in the London Gazette of Oct 1:

SWIFTE, FRANCIS WILLIAM, Piccadilly High Court Pet Feb 22 Ord Sept 26

Amended Notice substituted for that published in the London Gazette of Oct 8:

CLARK, CHARLES HENRY, Matlock, Derby, Golf Professional Derby Pet Oct 3 Ord Oct 3

Amended Notice substituted for that published in the London Gazette of Oct 11:

CLARKE, THOMAS HUGH SYDNEY, Didsbury, Lancs, Journeyman Joiner Stockport Pet Oct 7 Ord Oct 7

ANTIQUE